PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 17, 2007

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the approximate times as described below on Thursday, May 17, 2007.

Closed Session – City Council Chambers
2:00 p.m. Property, personnel and litigation

Work Session – City Council Chambers
3:00 p.m. Council questions/comments
3:15 p.m. Green building policy
4:15 p.m. Operating budget, departmental requests and special service contracts
5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 3, 2007

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

1. Consideration of an Ordinance approving the amended plat of Lots 21 and 22, Block 26 Snyder's Addition to the Park City Survey located at 1287 Empire Avenue, Park City, Utah

2. Consideration of an Ordinance approving the Museum subdivision, combining an adjacent parcel and replatting part of Lot 4, Lots 5 and 6, part of Lot 7, Block 24 of the Park City Survey, Park City, Utah

3. Consideration of a Memorandum of Understanding and Master Festival License for the Park City Kimball Art Festival to be held August 3 – 5, 2007

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

1. Ordinance approving the amended plat of Lots 21 and 22, Block 26 Snyder's Addition to the Park City Survey located at 1287 Empire Avenue, Park City, Utah – KC

2. Ordinance approving the Museum subdivision, combining an adjacent parcel and replatting part of Lot 4, Lots 5 and 6, part of Lot 7, Block 24 of the Park City Survey, Park City, Utah

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

1. Consideration of a Memorandum of Understanding and Master Festival License for the Park City Kimball Art Festival to be held August 3 – 5, 2007

2. Consideration of a Resolution adopting a Joint Use of Facilities for Recreation Interlocal Agreement between Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

IX PUBLIC HEARING ON BUDGET

Revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies

X ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 05/14/07
See: www.parkcity.org

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

May 2007

17 **Roger gone**
24 **Roger gone**
Budget - work
Pavement management
Main Street short term parking and deliveries (20 min)
Main Street BID (1 hour)
2007 construction season backhoe report for the Main Street core - EDH
Landscape contract at Quinns
Continuation Ordinance approving the Roundabout Subdivision, 300 Deer Valley Loop
MOU between Park City and Summit County for Animal Control Services – LE
Resolution adopting a green building policy for Park City Municipal Corporation
31 Closed session
Transportation Strategic Plan Annual Report – work – KC
Budget
Ordinance - Municipal Code Title 3, Chapter 3, Campaign Disclosure Amendment - CL
Election services agreement with Summit County (work/consent) - CL
Ordinance – 2036 Prospector Ave condo conversion – KC
Ordinance – 260 Main Street plat amendment – KC
Ordinance approving the 621 Woodside Avenue plat amendment – KW

June 2007

6-9 Sonora Institute Conference
7 Budget
14 Budget
21
28 Closed session

July 2007

5
12
19 Closed session
26 **No meeting**

August 2007

2
9
16
23 **No meeting**
30 Closed session

September 2007
6
13
20
27 Closed session

Pending Items:
Emergency preparedness – work
Solid waste strategic plan
Market analysis – Phases 1 and 2
Trails master plan – work
Naming rights contract
General Plan - Park/Bonanza
Electronic voting
Noise/outdoor decks
Air quality discussion
Resort cities/transit tax – 01/08

Tentative "no meeting" dates:
October 18
November
December 27

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 3, 2007

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Project Manager; Phyllis Robinson, Project Manager; Jon Weidenhamer, Project Manager; Dave Gustafson, Project Manager; Jan Scott, City Recorder; Ken Fisher, Recreation Director; Gary Hill, Grants and Budget Manager; Kathy Lundborg, Water Manager; Brooke Moss, Analyst; Kimberli Leier, Human Resources Manager; Seth Atkinson, Analyst

Ron Vine, ETC/Leisure Vision Consultants

1. Council questions/comments. Council member Jim Hier reported that he, Candace Erickson, and staff participated on a committee to evaluate special service requests, which are included in the budget report. The Chamber/Bureau Board of Directors met last week where a major topic of discussion was the change to commercial trash pick-up. He attended the inter-agency meeting where wildlife migration patterns were discussed and a transit site meeting. IHC held a ground-breaking and a special events meeting was held during the week with staff to discuss the Chamber Bureau's grant application process. He commended the Human Resources staff for organizing the awards dinner last night. Marianne Cone reported on a senior citizen task force meeting with Scott MacBeth from Mountainlands. Senior programs do not currently meet local needs and demographics are changing. She discussed a study from Arlington, Virginia *Draft Elder Readiness Plan* and urged Council to consider a similar plan. Park City is listed in *USA Today's* music festival list and she thanked Public Works for turning the fountain on at Miners Hospital.

Candace Erickson noted that much of the discussion at the RAB meeting this week was on a dog park. She felt it appropriate that the City Council and staff choose the site, rather than remanding the decision to RAB. The recreation needs assessment rated a dog park as the highest recreation need in the community. RAB is hoping that the location will be permanent and is looking forward to working on a plan for the Racquet Club, consistent with the needs identified in the survey. She discussed the Board of Health's public hearing relating to licensing tattooing and piercing businesses. Currently, tattoo parlors are unregulated. The Historical Society is moving ahead on its $8.95 million expansion project and the home tour is scheduled on June 16.

Roger Harlan commended staff on the quality of the budget flyer and last night's award dinner. He reported that traffic and safety improvements recommended by the joint transportation committee are moving ahead and it is contemplated that costs will be equally shared. The County is intending to expand library services in several communities. Ms. Erickson pointed out the confusing directional arrows on the pavement at the intersection of Holiday Ranch Loop Road and SR224. Mayor Williams spoke about the IHC ground-breaking at Quinns Junction and pointed out the success of forming task force groups for large projects.

Alison Butz explained that the City applied and was accepted to participate in a conference hosted by the Sonora Institute in Grand Junction, Colorado on June 6 - 9. Park City is among other cities from the western United States selected to join discussions about development and growth.

2. Sustainability Team FY 2008 Work Plan. Tom Bakaly explained that this team was formed in response to Council's commitment to sustainability issues and some tasks on the table relate to the previously assigned department. When new projects are introduced, this plan provides information with regard to other priorities and most fall under *Preservation of Community Character* or *Open and Responsive Government*. The goal of this discussion is to provide a sense of the sustainability work plan based on Council's goals. The City Manager explained that red entries indicate action items and if Council desires to upgrade a project to red, another red priority would drop or resources would be re-examined to accomplish more.

Phyllis Robinson introduced other members of the team, including Jon Weidenhamer, Dave Gustafson, and Alison Butz; members Patrick Putt and Max Paap were out of town. She explained that this is a collaborative work plan, covering the last quarter of 2007 and all of 2008. Top priorities identified by the team are based on Council direction from the Visioning Session in January and most projects are in progress, not just the ones designated in red. Members feel it is aggressive but manageable. The team is committed to the completion dates specified in the work plan, pending public process. Ms. Robinson asked for Council feedback on the work plan as presented, particularly the top priorities and the timing of projects.

With regard to noise, Council member Cone asked the status of re-visiting the outdoor deck issue and Tom Bakaly noted that Mr. Weidenhamer's focus will be walk-ability projects and noise on decks does not have a date. Ms. Cone clarified that she recalls a six month review date and discussion ensued regarding statements made about following up on the Ordinance during the public meeting. The City Manager felt that this topic may have a longer term component and an associated work load if deck use is expanded. Jonathan Weidenhamer pointed out that regulating noise involves the Police, Legal, and Code Enforcement Departments and is will take some study. Roger Harlan advised that Council should be judicious in what is asked of staff; the City doesn't have unlimited resources. There was confusion expressed by members regarding the term of the Ordinance and the City Recorder found the information on-line and read the following into the record:

> ***SECTION III. EFFECTIVE DATE.*** *This ordinance shall become effective upon publication; expire on November 24, 2006; automatically renew for an additional*

3 months unless called up and repealed by City Council before November 24, 2006; and in any event expire no later than February 24, 2007.

Jim Hier stated that in looking at the work plan, there is no way he is able to decipher the scope of anyone's workload and whether it is appropriate. He doesn't especially want to know this because he feels staff should be able to tell members directly if something can or can not be accomplished. Mr. Hier emphasized that he doesn't want to manage staff's time. Council and staff can communicate when there is an unforeseen issue that arises, that may result in postponing another project. He strongly believes that Council should not micro-manage staff.

Jim Hier expressed that proceeding with an RFP for both the Fire Station and the Snowcreek Parcel may be too aggressive, and Phyllis Robinson explained that staff will again discuss this next week in more detail. From a process perspective, it is desirable to have some clearing and grubbing on Snowcreek beginning in the fall of 2007 but since the new fire station won't be operational until the following spring, the City wouldn't be able to construct until then. It is contemplated that the award will be made to one group for both projects. Jim Hier asked if it is reasonable to have two projects in progress at the same time; the plan seems ambitious even with one contractor. Candy Erickson agreed and suggested publishing an RFP for both, but actually proceeding with one project at a time. Also, the contractor's performance can be evaluated before the second project is initiated. Mr. Hier felt that the RFP can be crafted so bids can be made on one or both. Tom Bakaly expressed interest in having the preparatory work done at the Snowcreek site this fall. The Mayor noted Council consensus to advertise both projects in an RFP. There was discussion about monitoring housing at Empire Pass and Jim Hier interjected that at some point, he would like to discuss the wind turbine at Quinns. Discussion ensued regarding cleaning up construction materials on the trail to Round Valley.

In response to a question from Council member Hier, Jonathan Weidenhamer explained that the Trails Master Plan will incorporate a walk-ability component and the completion date has been adjusted to July 1. In response to a question from Roger Harlan, Phyllis Robinson referred to a discussion at the Visioning Session relating to creating a long range sustainability plan for the City. Marianne Cone felt that this review answers questions about the status and timing of sustainability projects. She suggested eliminating forming a stakeholders group on the Historic District Design Guidelines to expedite the project. Ms. Robinson explained that this was discussed at the last joint work session with the Planning Commission where it was agreed that the process would be finalized when the Planning Director returns. Candace Erickson spoke about the need to maintain the Barn and Alison Butz stated that it will be painted and there was discussion about removing stored materials stored there. Ms. Erickson explained that the Friends of the Farm are anxious to proceed with a demonstration concept where patrons could look into the barn at a simulated setting. Matt Twombly reported that the farmhouse was painted yesterday.

Jim Hier suggested that the sustainability work plan be incorporated in the quarterly goal document so projects can analyzed in context with all projects and goals. Phyllis Robinson explained that the red highlighted goals would be transferred to the quarterly goal document. She admitted that the work plan is probably more detailed than members expected and will be used as an internal tracking tool for the team. Tom Bakaly summarized that this plan will be incorporated in the quarterly goal document.

3. Quarterly goal status report update. Council members reviewed goals and made minor modifications with regard to status and completion dates. Marianne Cone asked that *senior issues* be added to *Goal 6 – Regional Collaboration and Partnerships*. There as discussion about the effectiveness of the quarterly goal document in memorializing accomplishments.

4. Recreation needs assessment. Consultant Ron Vine, Leisure Vision/ETC Institute explained the firm's focus on surveys relating to transportation projects followed by customer service, school initiatives, and utilities. He explained his background with a master's degree in parks and recreation, Director of Parks and Recreation, and the City Manager in a community of about 140,000 in Kansas. The survey conducted in Park City included a full range of questions regarding usage, customer satisfaction, unmet needs, priorities for facilities and programs, and funding. The goal was to collect 400 surveys and 439 were submitted; 2,000 surveys were distributed. Mr. Vine pointed out that the results reflect a 95% level of confidence with a margin of error of plus or minus 4.7% and he referred to the executive summary and detailed background data on each question, specifically demographics of households. ETC has conducted about 450 surveys for parks and recreation over the past six years. Because they are continually working on projects on a national level, they have a data base of 70,000 citizen responses to parks and recreation surveys. Mr. Vine explained the use of *national benchmarking* questions and pointed out that the slide presentation will address current usage of facilities, satisfaction with facilities, unmet needs and priorities, new facilities and programs, and funding.

He stated that the facility used the most by residents is the Park City Racquet Club at 63%, then private fitness clubs, then the Park City Golf Club. It's good usage but not as frequent as other communities, but Park City recreation facilities are used by 90% of the community. Eighty percent of respondents indicated that the quality of the facility they used most was excellent or good; 30% excellent is the national average. Thirty-six percent of households indicated that that they participate in at least one program and 64% of the households indicated that they didn't. The nationwide average is 29% for participation in public recreation and 36% is significantly higher. Park City could easily attain ratings in the 40s. About 31% only participate in one program a year, but 69% of the households participated in two or more programs. Over 90% of participants considered the programs to be excellent or good, which is better than the national benchmark.

Mr. Vine relayed that 85% of households visited a park in the last 12 months. This is a very high number considering an average of 72%. Over 90% rated parks excellent to good; excellent at 37% with a national average of 30% and good at 55% with a national average of 53%. He reiterated that Park City is higher in participation in programs, usage, and quality. The mixed marketing strategy is a good approach; over half of the citizens indicated that they learn about recreation programs from the newspaper. *Play Magazine* is also a primary source, and then the radio at 38% which is one of the highest percentages ETC has seen in the country. The City's website is also effective. He explained the finding for not participating in programs more often and overall satisfaction with the overall value received from the Recreation Department. Thirty-eight percent of citizens responded that they are very satisfied and an additional 35% somewhat satisfied, for a total of 68%. Nationally, the number is 60% and only 3% in the survey replied that they are very dissatisfied. Ron Vine advised that a range of about 17% to 25% are out of the mix for recreation services and when certain questions are asked, there will be a corresponding number indicating disinterest.

With regard to unmet needs and priorities, Mr. Vine explained that 55% indicates that at least one member in the household has a need for an indoor fitness and exercise facility or an 18 hole golf course. An off-leash dog park was supported by 35% with a national benchmark of 25%. Jim Hier asked about the zip code analysis and Mr. Vine explained that only City residents were qualified to take the survey. Thirty-two percent of households relayed a need for ice skating rinks, and out of that 32%, 68% indicated that 100% of their needs are being met. He continued to explained that of the 36% who indicated a need for a dog park, only 7% felt 100% of their needs are being met; an additional 9% felt 75% of their needs are being met; and 51% felt their needs are not being met at all. Mr. Vine explained the importance of identifying unmet needs and the number one unmet need identified by households is an unleashed dog park, the second is indoor lap swimming lanes, followed by an outdoor leisure recreation swimming pool, indoor running/walking track, mountain bike skill course, and outdoor lap swimming lanes, etc. It has been discovered that people vote affirmatively for their first and second choices and just because something is identified as the largest unmet need does not mean that it is the most important. In Park City, the two most important projects are the 18 hole golf course and indoor fitness; the next group represents the off-leash dog park, outdoor leisure, outdoor and indoor tennis. Ken Fisher pointed out that the survey was conducted in February before any controversy on a dog park occurred.

Mr. Vine continued to explain that adult fitness and wellness programs at 53% is number one, followed by golf lessons, tennis lessons, water fitness, learn to skate, and youth sports. He stated that on a national basis, the highest rated need is adult fitness and wellness due to the large number of *baby-boomers*. He pointed out that the needs for programs are being met less than the needs for facilities and the gap is substantial. Forty percent of households identify wellness and fitness programs as an important need and there is room to increase programs by 50%. The features of the Racquet Club used most are the weight room and indoor tennis courts respectively. Improvements could include an expanded weight room, new walking and jogging track, an expanded fitness center, and new indoor lap lanes and 75% of households indicated they would use at least one of those. The number one program space is clearly a new walking and jogging track, followed by an expanded weight room. Forty-nine percent of households stated that they would use the facility at least once a week with over a third saying that they would use it several times a week. Currently, 17% of households use the Racquet Club on a weekly basis and there is potential to significantly increase participation if the most important facilities are built. Joe Kernan questioned if people would actually follow through with usage and Mr. Vine felt they will. Marianne Cone pointed out the number of residents who are outdoor people, i.e., hikers, skiers, walkers, etc. and aren't interested in using indoor facilities because there are so many recreational choices in Park City. Mr. Vine again referred to the 17% to 25% that will not use recreation facilities and/or programs but there is another group of 75% or higher that will participate in recreation given the right facilities. With regard to a plan, 54% supported renovating the Racquet Club.

Mr. Vine explained the basis of *an important unmet needs matrix.* There were 26 facilities analyzed, but the most important facilities are the first, second and third most important to people and those with the highest unmet need. The combination of applying these variables result in the ranking of dog park, indoor track, indoor lap lanes, outdoor leisure recreation pool, indoor leisure recreation pool, outdoor tennis courts, indoor fitness facility, and an 18 hole golf course. He explained that an indoor facility should include these recreational uses to capture users. With regard to funding expanded recreation services, 23% stated that they would pay nothing; 2% didn't know and 75% households indicated that they are willing to pay something. Forty-six percent indicated that they would vote in favor of a proposition, 20% might vote in favor, 15% are not sure and 19% would vote against. Ron Vine clarified that it is unusual to see over 50% in favor, about 40% is needed. Forty-six percent is a good solid number and it is desirable to keep the vote against number under 20% so that the ratio is 2:1. Propositions get defeated when the plan is to aggressive by trying to please everybody or if the wrong issues are brought before the voters.

Candace Erickson admitted that she was overwhelmed with the survey and confused by a couple of questions, i.e., interpretation of the meaning of programs and needs. Mr. Vine felt that often the people who are most knowledgeable can over-think issues, which is common when staff takes the surveys. He spoke about being directed not to include trails in the Park City survey, which is the most popular recreational amenity in the country. Roger Harlan asked what advice he would give the City Council, and Mr. Vine cautioned to accept the answers that you don't like as much as you accept the answers that you do like. He encouraged the City to conduct an operational performa before pursuing a bond issue so that these costs are considered. The Mayor discussed the private fitness industry negatively influencing the results of public recreation bond elections and Mr. Vine stated that this is an issue throughout the country. The recreation market is expanding so rapidly that no one industry dominates and each fits a different niche.

Joe Kernan pointed out that the City scored well with regard to satisfaction and asked how we compare to other communities in the nation. Mr. Vine agreed to provide more information by compiling comparisons on programs, condition of parks, and overall use.

Mr. Kernan noted that 80% of the respondents were over 45 years old and if this statistic is a true representation of the community. Ron Vine explained that in situations where surveys may lead to a potential voter issue, ETC over-samples the population over 45 years old, because they consistently vote. It is preferred to take a conservative approach and the survey data can also be weighed with census information. Ken Fisher added that the Snyderville Basin Special Recreation District will be conducting a needs assessment survey during the month of June. Joe Kernan expressed that some facilities and programs, identified as high priorities, are under-utilized by the community. Ken Fisher felt that the results are a good indicator that some marketing and/or improvements are required to increase participation. Trends in recreation were discussed and the consistent and growing demand for fitness and wellness facilities. Candace Erickson referred to the lull in the City's tennis program which was revitalized with a professional staff and new programs. Mr. Vine added that more people over 45 are seeking the arts as opposed to recreation.

Marianne Cone expressed that the survey was easy to read and the results provide a lot of useful information. Jim Hier agreed. Mr. Vine thanked Council for the opportunity to work for them and relayed that staff was very professional and he personally ranks Ken Fisher in his top ten of clients.

5. Introduction of budget. Gary Hill reviewed the budget calendar. The operating budget recommended for 2008 is $36.7 million which is about a 6.6% increase from the 2007 original budget; a 1% increase for 2009 is contemplated. The purpose of the financial impact assessment report is to track changes in operating capital over ten years and the surplus allocated to the CIP. The City Manager Recommended Budget still anticipates $1 million a year in unallocated surplus, not including the surplus already budgeted for capital improvements, services, etc. Currently, there is about $44 million worth of unfunded projects and there are many future needs. Mr. Hill explained that projections assume no property tax increase and no decrease in anticipated sales tax growth.

Mr. Hill stated that PCMC has a market-based pay plan philosophy which is different than other cities in the state. Market is defined as the average of the top five communities identified in the comparison. Employees are compensated at the average rate and 15% within the target amount is considered market. Over the past four years, there has been an effort to get closer to the actual average and the pay plan committee is recommending that the gap be no more than 5%.

Pay Plan Committee member Brooke Moss explained the process for gathering salary information from select communities. The technical committee is comprised of Kim Leier and Kent Cashel who also provided data for the analysis. The Pay Plan Committee is representative of departments. Historically positions could not move more than one grade at a time but this year the committee created additional criteria for situations where moving more than one grade is appropriate. The committee feels confident that all positions are now at market. Because this pay plan drives higher costs, Mr. Kernan expressed concern that citizens understand and accept the market pay philosophy. Mr. Hill noted that staff is not compensated over-market and feels that the plan is equitable and defensible because of benchmark data. Mr. Kernan explained that the recreation needs assessment survey is a good tool to evaluate staff's performance. Kim Leier added that the year-end personnel report indicates that over the last four years, the City is retaining employees almost 2.5 years longer, specifically in police and water. This is significant because these positions represent the highest recruiting and training costs. She believes this trend is due to the effort to get closer to market. Mr. Kernan stated that this data is helpful. Candace Erickson felt that eliminating automatic bonuses to adjust salaries was a poor practice and supports paying employees market value. She recognized the higher cost of living in Park City; there are a limited number of affordable housing units and a real value of having employees live in the area. Ms. Leier interjected that the City is also seeing employees relocating within the School District boundaries and collecting a housing allowance. She is convinced that this is due to the move toward market. Brooke Moss emphasized that positions are based on an average and do not represent the highest salary in the comparison group. Kathy Lundborg stated that in the next pay plan in two years will reflect maintaining market.

Jim Hier stated that good performance and paying market are two separate evaluations. Exceptional performance is rewarded with bonuses not base pay. Joe Kernan agreed and added that reviewing quarterly goals is a good tool for measuring employee performance. The Mayor referred to past challenges in recruiting police officers and today the Department is now completely staffed. He supports staff's approach and other members expressed appreciation to committee members.

Mr. Hill explained that the Mayor's and City Council's compensation was also examined and compared with the Wasatch compensation group and another set of communities in Colorado Based on the analysis, it appears that Council members are 6% below the average stipend and the Mayor about 3% below his peers. Staff is recommending that the compensation for the Council be increased by $1,400 and the Mayor $1,000, coupled with a 2% increase in the stipend for the second year consistent with the pay plan policy. Jim Hier asked that Council compensation be recalculated without West Valley City and Marianne Cone suggested omitting St. George for the Mayor's calculation. Mr. Hill stated that staff will bring this back in a couple of weeks. Mr. Hier explained that the pay philosophy for staff and council is very different; cities are not competing for elected officials but for staff.

Seth Atlkinson explained the special service contract process and the composition of the committee, including Council members Hier and Erickson. A quantitative analysis was applied to every application based on specific criteria and each was ranked accordingly. Afterward, there was a qualitative discussion on other criteria to be considered, including distributing awards equitably to every category, identifying beneficiaries served, determining if programs fill a void, and advancing City Council goals by having the service provided. He explained that members asked, *Would the city step up and provide that service if it didn't exist?* He explained that after a final recommendation was completed, additional information supporting Mountain Mediation was received and the subcommittee now recommends funding. Jim Hier pointed out a discrepancy with the fireworks funding for the Chamber and there was discussion about arriving at an average number of doctor visits for individuals per year. Staff will check into these questions and special service contracts will return to work session on May 17.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 3, 2007

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 3 2007. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

1. <u>Fountain at Miners Community Center</u> - Carol Potter, Mountain Trails Foundation, thanked Council for turning on the fountain at the Miners Community Center.

2. <u>Electronic voting</u> – Kathy Dopp, election reform activist, stated that the mathematical method she developed for auditing vote counts was used in Cuyahoga County, Ohio. The state of Florida is scrapping its DRE machines and other states are considering doing the same. The Cuyahoga County audit revealed that the data base tables from the GEM server, which is no longer supported by Microsoft, did not match and was off by at least 100 votes or more. Additionally, the server is not capable of printing vote count reports, is not auditable at the machine-level and the optical scanners are unable to count the number of ballots. Ms. Dopp alleged that there are duplicate serial numbers on Diebold machines, so tracking inconsistencies is a challenge. It is easy to tamper with these machines and not be detected. She detailed the migration of computer vendors into the favor of federal government officials and emphasized the importance of local involvement in solving these problems. Utah is the most secretive state in the nation with regard to releasing election materials. There was discussion about optical scan ballots being more auditable than DREs. Council members agreed to hold a work session on this topic.

The Mayor invited members of the audience to comment on the budget, and with none, he closed the public input session.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MARCH 22, 2007 AND APRIL 19, 2007

Roger Harlan, "I move approval of the work session notes and minutes of the meetings of March 22 and April 19, 2007". Marianne Cone seconded. Motion carried unanimously.

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

Consideration of awarding an Economic Development Grant to the Park Silly Sunday Market in the amount of $7,000 – The City Manager explained that Council discussed this last week in work session and approval is recommended. With no public input, the Mayor closed the public hearing.

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

Candace Erickson, "I move we approve all three Consent Agenda items". Marianne Cone seconded. Motion unanimously carried.

1. Award of an Economic Development Grant to the Park Silly Sunday Market in the amount of $7,000 – See staff report.

2. Resolution extending the Park City Heights annexation task force – See staff report.

3. Resolution designating May 28 - June 2, 2007 as Summit County Weed Week in Park City, Utah – See staff report.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Tom Bakaly, City Manager was present. Roger Harlan, "I move to close the meeting to discuss personnel ". Marianne Cone seconded. Motion carried unanimously. The meeting opened at approximately 2:45 p.m. Jim Hier, "I move to open the meeting". Marianne Cone seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

City Council
Staff Report

Author:	**Alison Butz**
Subject:	**CIP Policy – Green Building**
Date:	**May 17, 2007**
Type of Item:	**Administrative – Sustainable Communities**

Sustainability
Department

Summary Recommendations:
Review the draft resolution enacting high performance building requirements for all City facilities to be built or renovated and provide Staff with comments. Staff will return for formal adoption of the resolution at the May 24th Council Meeting.

Description:
Topic:
Green Building Policy for City Projects

Background:
The City Council first incorporated Green Building practices with Capital Projects during the construction of the Ice Arena. During the design development phase, Staff and the architect used the LEED checklist to outline elements to incorporate into the construction. It was a determination that the City would use the LEED rating system internally but not formally enroll in the program.

During the construction of the Police Facility, the Council allocated an additional 4% above the cost of construction to be used towards green elements. Staff presented the LEED checklist to the Council to review as well as the “Built Green” list. During that Work Session discussion, the Council expressed concern that some of the “green” elements should be considered industry standard elements in all City projects, and not be counted towards the 4%. The direction was to prioritize green items that reduce long-term operating costs. Sustainable items in the design include, among others, a geo-thermal heating and cooling system, high efficiency glazing, lighting, and shading systems, and reducing the “heat island’ effect by including materials that reflect sunlight like a white roof and use of cement instead of asphalt. The design team projected overall energy savings of up to 30%.

Initial analysis of the 30 sustainable inclusions in the Police Facility design indicates the project’s success from both a LEED and Built Green standard. Preliminary estimates from the design team showed the project would reach approximately 23 points on a LEED rating scale (26 is certified). On a Built Green scale the project would receive approximately 242 points, over 3 times the 70 points necessary to be considered green.

These two projects have provided Staff with experience incorporating the existing desires of Council to incorporate green elements into Capital Projects and have highlighted inefficiencies that can be rectified through a new policy. Staff has drafted a new policy, with the assistance of Lisa Romney with Johnson Controls to address previous concerns.

If adopted, it is the intent of staff that capital projects would be evaluated for compliance with the policy rather than evaluate specific technology for each project. If Council would like certain technology used (solar, geo-thermal, etc.) or not used (air conditioning) in each project, then the resolution should reflect that. Staff recommends Council set a policy standard of what is to be achieved and allow flexibility on how staff achieves it.

Analysis:
Attached is the draft policy Staff recommends to incorporate Council's desire to add Green Building components within City Capital Projects. The Ice Arena and Police Facility, now complete and close to completion, have provided Staff with a learning experience to more clearly outline a process.

Basic Standards – Energy Star and LEED Certified
The draft policy requires all City facilities be designed to meet Energy Star. Past Council discussions focused Staff's efforts to reduce the long-term operating cost of a facility. Meeting a minimum certification score of 75 would guarantee that the facility would be energy efficient.

It is the intent of this Policy that, in order to obtain a cost-saving healthy environmental practice, all new construction and major renovation projects meet the LEED Certified level or comparable industry standard such as Built Green. This can be evaluated through the checklists that Council has seen for both the Police Facility and Ice Arena.

Certification – Not Required
With both the Ice Arena and Police Facility, the Council agreed that third party verification or official certification was not mandatory, especially considering additional cost would be incurred to do so. A third party would monitor the construction and test and verify the systems prior to occupancy. Only after the third party's inspection is complete can the building receive the Energy Star, LEED certification and/or other comparable industry standard.

This policy does not require the City go through the process of receiving Energy Star and/or LEED certification from the United States Green Building Council, instead, certification can be reviewed and requested on a case by case basis.

Additional Elements
The policy provides the City Council with the ability to approve additional funding for green design elements not to exceed 4% of total building costs, to be utilized to design and construct a high performance building above levels previously described in this resolution. Lisa Romney, along with local architects, state that the City can achieve both the Energy Star and LEED Certified ratings with no net effect on initial budgets.

Adding the ability to increase funding up to 4% of total building costs keeps the policy consistent with the City's current practices.

Timing of Council Review of Elements – Completion of Schematic Design
The review of the Energy Star and LEED Certified components, along with any additional green building elements will be done at the completion of the schematic design process. Staff will provide the Council with a professional cost estimate and a list of green elements, with pricing.

This portion of the policy resulted from issues during the design and construction of the Police Facility. In this case, the total project budget increased after initial cost estimates. Council authorized the 4% green building element to reflect the final cost. Adding in green elements, post schematic design, is inefficient since the general method of construction including mechanical and structural systems as well as building materials are already selected and engineered. Under this new policy if the final project cost of construction increases, Council can request the 4% reflect the final number and be incorporated into the building; or, Council may allocate the incremental amount of the full 4% of the total building costs to a CIP budget for energy and environmental improvements to other City facilities.

Type of Capital Project
The current remodel of the Recreation Center in City Park used green elements, however, no percentage of the overall construction cost was allocated to such elements. Under the proposed policy the recreation facility would not have met the minimum building square footage required to trigger the proposed Policy. Staff has listed the following exemptions and based the items off of Salt Lake City's Green Building resolution as a guide.

The draft policy allows for exemptions for the following projects.

- Any improvement that is not a building.
- Buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)
- Projects where the useful life of an improvement or other factors do not justify whatever additional expense would be incurred to increase a building's long-term efficiency.
- Projects where the application of LEED factors will increase construction costs beyond the City's funding capacity for the project.
- Projects where the use of LEED factors will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Projects where LEED factors are not attainable due to the nature of the facilities or the schedule for construction.
- In addition to the exemptions stated above, particular LEED factors shall not prevail over any prohibition in the City Code. The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Council.

Update on Projects

Ice Arena

The Ice Rink construction was the first Capital Project to specifically address Green Building. There have been questions as to whether, through the value engineering process, some green elements were eliminated. Staff reviewed the checklist prepared by the architect during the Design Development phase and spoke with the LEED accredited architect from the firm used for the Rink. The elements specified under the "Green Building Practices" that would have received credits toward LEED certification, are the use of an electric Zamboni (no carbon dioxide, carbon monoxide), and the current Ukko machine which is less polluting (no carbon dioxide, carbon monoxide or battery gases); and for the Ammonia refrigeration system (no ozone depletion); and the white reflective membrane roof. Additionally, the Ice Arena meets most of the sustainable sites credits (public transportation, alternative transportation (bicycles/trails) stormwater management), water efficiency landscaping. The concrete is recycled content, local materials, and recycling. The indoor environment has low emitting materials, CO2 monitoring, ventilation, system controllability, thermal comfort, daylight views, and the building was designed by a LEED Accredited Professional.

On November 18, 2005, Council agreed the project would be designed to a "Certifiable" level. Council decided against obtaining the LEED certification commissioned through a 3rd party due to the increased cost to the project. Unless a project is reviewed by a 3rd party and received the LEED certification, the true tests and certification cannot occur. Staff finds that the elements outlined during the Design Development Phase of the project remained, and that the building meets Council's stated goal to pursue environmental sustainability projects. The design team represents that enough sustainable design features were incorporated to merit a LEED certification.

Police

The final project budget for the Police Facility came in at $7,047,500. This was $1.52 million above project budget estimates available at schematic design. With the increased cost of construction, Council requested staff increase the project budget for public art and green building.

At the time, with the increased green budget, Staff committed to exploring inclusion of solar energy systems and other environmentally friendly options, consistent with Council's environmental strategic plan. Staff will provide the analysis after construction is complete, on the appropriate use of the incremental $54,000 allocated towards green building resulting from the increase project budget. Currently, the Police Facility construction has incorporated $177,050 in green building elements based on the schematic cost estimate. Staff plans to move forward with the analysis post construction. However; Council under the draft policy retains the ability to place the additional $54,000 from the increased cost of construction into a Green CIP account that can be used for energy efficient upgrades to other City facilities.

Recreation Building

The Recreation Center in City Park used green elements while no percentage of the overall construction cost was allocated to such elements. Recreation building construction added sky lights for day-lighting, 90%+ efficiency heaters, new energy efficient windows, new low voltage lighting, and low V.O.C. products. The valves in the restrooms were replaced with battery operated sensor actuated flushometer (valves) for toilets, urinals, and faucets for sinks.

Shell Space

The budget for the Shell Space includes a 4% allocation for green elements at a approximate cost of $60,000. The estimated cost of construction at this time, based on Design Development drawings is $1,833,761. Staff and the architect recommend the installation of a sod-roof system, for $81,938, which consists of vegetation cover over roofing membrane. The installation of sod-roof system has an incremental cost difference of $60,000 from the installation of a typical membrane roof. Cities increasingly struggle to cope with the urban heat island effect, stormwater runoff, and loss of greenspace. Sod-roof systems are becoming one of the more popular “green” elements. In New York City, the Earth Pledge Green Roofs Initiative has a mission of spreading and supporting the installation of green roofs. With support from the U.S. Environmental Protection Agency, they have established a network of stakeholders, educators, developers, and government agencies in order to facilitate the expansion of green roofs. The city of Chicago installed a green roof on its city hall in 2001. Staff finds the installation of the sod-roof meets Council’s Strategic Plan Goal (attached Exhibit A) to pursue model environmental sustainability projects that are working symbols of the city’s commitment.

The Shell was designed consistently within the existing practice of 4% cost of construction. In addition to the sod roof, the Shell Space design incorporates basic green components such as polished concrete floors for the first level units, energy efficient lighting, 90%+ energy efficient furnace and energy efficient windows. At this time analysis has not been conducted to verify consistency with the new proposed City policy.

Recently, questions have been raised about the efficiency of the HVAC systems. As currently designed there are 4 separate mechanical systems – 1 for each of the 3 tenant spaces, and an additional system specific for the sensitive radio equipment. If directed, staff could investigate the use other mechanical systems. However, to redesign the 100% construction documents it would take approximately one month, and would cause the project to incur additional cost, especially considering the project is currently out to bid. The time delay would also push back the Marsac remodel for a month because it cannot begin until KPCW moves into the new Shell Space. Staff would not recommend this course of action.

Marsac Remodel

Staff will return to Council with a discussion about the Marsac remodel and compliance with the new resolution if adopted.

Significant Impacts:
No significant impact to the budget meeting Energy Star and LEED standards as outlined. No net increase to budget, unless certification was required since current practice identifies 4% of the project construction costs be allocated towards green elements.

Department Review:
All applicable departments have reviewed the proposed resolution and their comments have been incorporated.

Ron Ivie, Park City's Building Official, stated concern requiring the projects to comply with two different standards. Ron suggested selecting one standard and recommended that be the Energy Star designation. Energy Star is a Federally funded program through the EPA and cost of certification is significantly less than LEED. Staff reviewed Ron's recommendation and continues to support the use of both standards since Energy Star does not incorporate such items as site design, building placement and use of environmentally friendly materials.

Recommendation:
Review the draft resolution enacting high performance building requirements for all City facilities to be built or renovated and provide Staff with comments. Staff will return for formal adoption of the resolution at the May 24th Council Meeting.

Attachments:
Exhibit A – Council adopted Environmental Strategic Plan
Exhibit B - Draft Resolution

Exhibit A
Park City Municipal Environmental Strategic Plan

Resolution No. 04-06

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

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

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

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

WHEREAS, Park City will work with local organizations to promote and encourage environmental programs for the community.

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

SECTION 1. GOALS.

- Encourage best available green building practices for city and private development
- Balance cost of environmental initiatives with other funding priorities
- Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
- Increase recycling levels in City operations and in the community
- Continually improve the efficient use of all energy resources in order to ensure a future with a secure and sustainable energy supply
- Look to increase the amount of clean and renewable energy purchased and utilized
- Enforce existing land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities
- Mitigate historic mining impacts in a manner that facilitates local stakeholder decision-making and achieves regulatory compliance
- Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed

SECTION 2. STRATEGIES AND POLICIES.

- Continue to educate ourselves on concepts and best practices in environmental initiatives through conferences & seminars
- Co-sponsor & promote educational programs
- Support Recycle Utah in their effort to obtain 5 tub grinders for construction and yard waste
- Encourage increased transit use, with new service in the County
- Support discussions for transit options between Park City and surrounding areas.
- Target a location for a Park and Ride lot and investigate alternative transportation options from the lot

- Review and discuss bio-diesel program for City Fleet Vehicles
- Initiate discussions with local suppliers to provide bio-diesel fuel to the Park City community
- Promote use of bio-diesel fuel to other businesses with fleet vehicles
- Launch an employee education program including anti-idling messages
- Continue to fund and administer the Environmental Management System
- Encourage property owner use of the top soil assistance program
- Improve City input to watersheds
- Meet regulatory requirements for the conservation reserve program and storm water management program
- Comply with federal and state environmental laws
- Support Leadership Class as they encourage developers, builders, and all stakeholders to become more aware of the positive aspects of “Green Building
- Encourage & monitor the sustainable activities of other non-profit, business and governmental organizations
- Pursue model environmental sustainability projects that are working symbols of the city’s commitment
- Encourage year-round community water conservation programs
- Pursue open space protection opportunities
- Enhance current trail system and identify new trail opportunities

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

Passed and adopted this 2nd day of March 2006.

Resolution No. ______

A RESOLUTION ADOPTING GREEN HIGH PERFORMANCE BUILDING REQUIREMENTS FOR ALL NEW OR RENOVATED PUBLIC BUILDINGS, OWNED AND CONTROLLED BY PARK CITY, UTAH AND ALLOCATION OF 4% MAXIMUM ADDITIONAL BUDGET TO ACHIEVE HIGHER LEVELS OF CERTIFICATION AND PROMOTE ENERGY EFFICIENCY AND SUSTAINABLE DESIGN.

WHEREAS, the City desires to promote sound environmental practices in new construction and renovation of facilities that are funded by the City; and

WHEREAS, high performance building standards promote a healthy environment, provide long-term cost benefits through the efficient use of energy, optimize building performance, and create healthier workplaces for employees and visitors; and

WHEREAS, a strategic approach to sustainable buildings and energy management can produce twice the savings for the bottom line and the environment as typical approaches; and

WHEREAS, the Environmental Protection Agency (EPA) and Department of Energy (DOE) Energy Star Program is designed to help reduce energy costs and protect the environment through efficient products, homes, industrial plants, and buildings; and

WHEREAS, the Energy Star program includes free online benchmarking and monitoring tools for simple implementation of the program; and

WHEREAS, it is accepted by the professional engineering community that an Energy Star rating of a minimum of 75 can be achieve with no net impact on the first costs of a project; and

WHEREAS, the Leadership in Energy and Environmental Design (LEED) rating system, which is a system created by the United States Green Building Council (USGBC) to provide a national standard for healthy environmental and energy efficient design; and

WHEREAS, many professionals in our region are familiar with the LEED process, which is considered to be a consensus-based national standard for developing high-performance, sustainable buildings; and

WHEREAS, the foregoing alternative standards provide for various certifications designated as “Certified,” “Silver,” “Gold,” or “Platinum,” based on the number of specified environmental practices incorporated into a project, with “Certified” being the lowest level of certification; and

WHEREAS, there is consensus in the professional community that LEED Certification can be achieved with no net effect on initial budgets; and

WHEREAS, Park City understands that additional energy efficiencies, further reductions in environmental impact, and increased benefits to health and safety of employees and visitors can be achieved by achieving higher levels of Energy Star rating and LEED certification; and

WHEREAS, the purpose of this Policy is to adhere to high performance building practices, and provide additional funding to ensure Park City facilities are the most energy efficient, cost effective, environmentally responsible, and safe and healthy buildings in the State of Utah; and

WHEREAS, the City has determined to require the use of Energy Star and LEED standards on all new construction and major renovations in order to obtain the benefits promoted by those standards.

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

SECTION 1. REQUIRE FACILITIES BE DESIGNED TO MEET ENERGY STAR.
It is the intent of the City Council of Park City that all new buildings and major renovations be designed to meet Energy Star certification to a score of 75 or higher. The City Council understands that Energy Star certification cannot be awarded until an entire year of building operations have past. After one year, energy use will be reviewed, buildings will be benchmarked using the Energy Star inventory, and Energy Star certification will be achieved. Energy Star knowledge and implementation experience shall be required, but not individually controlling, selection criteria for service providers and contractors for all Park City building projects.

SECTION 2. REQUIRE FACILITIES BE DESIGNED TO LEED "CERTIFIED" LEVEL OR COMPARABLE INDUSTRY STANDARD.
It is the intent of this Policy that, in order to obtain the benefit of reduced operating and maintenance costs and other building efficiencies, as well as cost-saving healthy environmental practices, all new construction and major renovation projects meet the LEED Certified level or comparable industry standard such as . This policy does not require the City go through the process of receiving LEED certification from the United States Green Building Council, instead, certification can be reviewed on a case by case basis.

SECTION 3. APPLY THIS RESOLUTION TO THE FOLLOWING PROJECTS.
Park City will apply this policy to the following construction projects when the project's design contract is first solicited after the date of this Resolution, except as exempted or waived under this Resolution: All new construction to construct buildings owned and controlled by the City that are larger than 3,000 square feet, and all major renovations of buildings owned and controlled by the City that are larger than 3,000 square feet when the building has a remaining useful life in excess of fifteen years. The term "major renovation" means a construction project affecting more than 25% of the building's square footage.

SECTION 4. EXEMPT PROJECTS FROM THIS POLICY WITH CITY COUNCIL APPROVAL.
Park City will not apply this resolution to the following, and City departments are required to document the reason for the exemption:

- Any improvement that is not a building.
- Buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)

- Projects where the useful life of an improvement or other factors do not justify whatever additional expense would be incurred to increase a building's long-term efficiency.
- Projects where the application of LEED factors will increase construction costs beyond the City's funding capacity for the project.
- Projects where the use of LEED factors will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Projects where LEED factors are not attainable due to the nature of the facilities or the schedule for construction.

In addition to the exemptions stated above, particular LEED factors shall not prevail over any prohibition in the City Code. The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Council.

SECTION 5. ADDITIONAL FUNDING FOR PROJECTS TO ACHIEVE INNOVATIVE ENERGY AND ENVIRONMENTAL PERFORMANCE.
At completion of the schematic design process, a professional cost estimate will be done and a list of green elements, with pricing, will be provided to the City Council. The City Council will approve green design elements and allocate any additional funding, not to exceed 4% of total building costs, including approved change orders, to be utilized to design and construct a high performance building above levels previously described in this resolution. If the City Council is unable to allocate the full 4% of the total building costs the remaining amount may at the Council's discretion be placed into a CIP budget for energy and environmental improvements to other City facilities.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon adoption.

Passed and adopted this ______________________________.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder
Approved as to form:

____
Mark D. Harrington, City Attorney

City Council
Staff Report

Author: Bret Howser, Seth Atkinson, Gary Hill

Subject: OPERATING BUDGET
Date: May 17, 2007
Type of Item: Discussion/Legislative

Budget, Debt, & Grants

Topic:
Operating Budget, Special Service Contracts, and Operating Revenues

Background:
On April 30th, staff delivered the City Manager's Recommended Budget (Tentative Budget) to City Council. At the first Budget hearing on May 3rd, staff presented the Tentative Budget to City Council and introduced some of the issues from the budget. These included the Pay Plan recommendation, Special Service Contracts, and Council and Mayor compensation. Additional public hearings are currently scheduled for May 17th, 24th, 31st, June 7th, 14th, and 21st. Discussion/action is slated for these dates as follows, barring changes as needed.

May 17th – Operating Expenditures, Revenues and Special Service Contract discussion

May 24th – Capital Improvement Projects and Outstanding Issues

May 31st – Capital Improvement Projects (continued) and Water Project Capital Facilities Plan and Outstanding Issues

June 7th – Personnel Policies and Procedures (P&P) Manual, City Fee Resolution, Resort Tax and Transit Tax Discussion and Outstanding Issues

June 14th – Outstanding Budget Issues

June 21st – Final Adoption of Budget

Analysis:
On May 17th, topics for discussion will include the following:

1) Operating Expenditures

2) Special Service Contracts

3) Operating Revenues

Operating Expenditures (Departmental Budget Requests)

Each year, departments submit prioritized budget requests consistent with Council direction and City priorities. These are all considered by the City Manager and are ultimately submitted as a part of the tentative budget. A complete list of these options that were requested by departments and those recommended by the City Manager (organized alphabetically by team) are included on page 155 of the Executive Summary of the Budget. In total, $1,581,666 in options were requested by departments and $1,273,811 those are recommended by the City Manager for FY 2008.

Total Operating Budget Options (Change from FY2007 Adopted Budget) by Fund (Pay Plan Changes excluded)				
		FY 2007 Adjusted Budget	FY 2008 Budget	FY 2009 Plan
Fund 11	General Fund	$ 143,016	$ 888,573	$ 897,119
Fund 12	Quinn's Recreation Complex	$ 31,500	$ 65,082	$ 100,605
Fund 51	Water Fund	$ -	$ 57,619	$ 171,004
Fund 55	Golf Fund	$ 96,886	$ 120,551	$ 120,543
Fund 57	Transportation Fund	$ 100,940	$ 137,094	$ 138,530
Fund 62	Fleet Fund	$ -	$ 4,891	$ 5,570
	Total	$ 372,342	$ 1,273,811	$ 1,433,371

Teams will present their recommended options to City Council on May 17th. The following is a summary of each team's options:

City Council, City Manager, & Legal

The recommended budget includes a request for a full-time regular City Prosecutor (Attorney IV) in the Legal Department. Currently the City has a prosecutor on staff as a contracted position. The request would make the position permanent at an Exempt Grade 7. The option's FY 2008 cost is completely offset with a corresponding, ongoing budget decrease to the department's contract services line. Also, an Attorney V position is incorporated in this year's Pay Plan at an Exempt Grade 8. Consistent with City policies, the legal department may chose to pursue a temporary career development opportunity for this position. Any final position changes would need to be approved in next year's budget.

The Elections function is recommended to receive funding for the upcoming biennial elections. The proposed option totals $22,000 in FY 2008, which was an estimate at the time options were submitted in February. Staff will seek Council direction on how to conduct the upcoming elections in a few weeks at which time the elections budget can be amended if necessary.

Building, Planning, & Engineering

Significant changes to the Building Department are proposed as part of the City Manager's Recommended Budget. Changes to Building personnel include: 1) two additional contract building inspectors that would help the department keep pace with the current unprecedented level of development, 2) an additional code enforcement officer, 3) a new assistant building official, to be offset with a decrease in contract services budget, 4) four reclassifications of existing personnel, all offset by corresponding reductions in contract services budget. The Building Department also has requests for materials and supplies budget for the purchase of hand-held inspection devices and printers related to the new Eden module at a cost of $24,500 in FY 2008.

Other requests for the team are limited to the Sustainability Reorganization. As part of the reorganization, the planning director would be removed from the Planning Department's budget, along with half of the budget for a Senior Planner (which will become the Special Projects and Economic Development Coordinator) and some support personnel, and will be moved to the Sustainability Team budget. The change is zero-sum overall, but results in a $145,000 decrease to the Building, Planning, & Engineering Team budget.

Human Resources, Budget, Finance, & I.T.

The primary request from the team is a new Geographic Information Systems (GIS) Administrator position in the I.T. Department. The position would head up the design, implementation, and operation of a citywide GIS program. The position would be budgeted as a full-time regular FTE at an exempt grade 7, but would likely initially be filled on a contract basis as the City's GIS needs and capabilities undergo a preliminary evaluation. The position would be split up between the General Fund, the Water Fund, and the Transit Fund as each would benefit from the GIS program.

Other requests include $24,000 in FY 2009 for Mobile Aircard Funding (requested and prioritized by the Police Dept, but included in the IT budget), $35,000 beginning in FY 2008 for temporary contract employment needs (for citywide needs, but centrally budgeted in the HR Dept), and an additional $15,000 beginning in FY 2007 Adjusted Budget for the employee educational assistance program.

The team also requests five different career development reclassifications (two in HR and three in IT) in line with the professional development policy. These reclassifications are offset with corresponding reductions in budget and have a zero-sum budget impact.

Public Safety

The City Manager recommends that two new traffic enforcement police officer positions be added to the FY 2008 Police Department budget. This request is made in conjunction with the Traffic Management Committee recommendations. The officers would focus on traffic enforcement and increase management capabilities.

The department also requests a reclassification of the part-time records clerk to full-time regular status to function as a receptionist at the new police facility while providing a continued level of service as a records clerk. Further requests include $12,000 for additional shift differential pay starting in FY 2008, $13,000 for software maintenance (for the new dispatcher software) in FY 2009, and $14,400 starting in FY 2008 for officer safety equipment as recommended by the Police Department Advisory Team (PDAT).

Public Works

Golf Maintenance – As discussed with City Council on March 15th, $116,000 is being requested for seasonal staff to increase the level of service provided for maintenance on the golf course, as recommended by the Golf Study Group. Further details on how this study was organized and the rationale for the conclusions are included in the Budget Issues section of Volume I of the Budget Document. The cost for this option is offset with a decrease to the ongoing contribution to the CIP. Staff believes that increased maintenance will minimize costly capital improvements in the future.

Building Maintenance – A new FTE and accompanying materials and supplies are requested beginning in FY 2008. The purpose of this request relates to the completion of the Police Facility as the increase in workload to maintain the building will require extra personnel and supplies, as well as an increase to contracted services. Other Building Maintenance requests include $15,000 to cover increasing cost for supplies and services citywide due to inflation, and $12,000 to provide janitorial and building maintenance services at the new maintenance building at Quinn's Junction.

Transit and Fleet Services – Transit is requesting a new Transit Supervisor to assist in bus driver recruiting, training, and safety. 30% of the position will be offset by County contribution, with the balance paid for from Transit Fund revenues. The position would be a non-exempt grade 9. The Transit Fund also requests $63,000 to fund the 5-year transit development plan as approved by Council. This is a one-time cost for the FY 2007 Adjusted Budget. Other Transit and Fleet requests include $37,000 for the AMPCO contract for paid parking during Sundance (offset by revenue collected), $13,000 for bus driver uniforms, $1,000 for mechanic tool allowance, and $3,000 for fleet department uniforms.

Street Maintenance – Increased haul and delivery costs due to rising fuel prices have resulted in the need for a $33,000 increase to the Street Maintenance budget. Street Maintenance is also proposing a $25,000 decrease to the operating budget in association with the CIP request for a pavement recycler. If the pavement recycler request is approved, the department could eliminate the need to purchase asphalt for patches, resulting in an annual savings of $25,000. The asphalt recycler would cost $150,000 with an expected life of 10 years.

Water – With new pump stations coming on line, the water department will endure additional costs for utilities, especially natural gas. $100,000 is requested in FY 2009 to cover these increasing costs. The Water Department has also been shouldering the cost for lobbying activities related to water issues without an allocation for the expense. $20,000 in FY 2008 and $70,000 in FY 2009 is requested for lobbyist contract fees. A $37,000 decrease to the Water Department budget is proposed starting in FY 2009 as back-payments on the Spiro lease cease. Other requests include $15,000 starting in FY 2008 for annual Water Strategic Action Plan updates, and three zero-sum career development reclassifications. Operating costs for the Expanded Lost Creek Canyon Project will be offset in the operating budget by the Weber Basin Water Conservancy District reservation fees being converted to operating fees.

Parks & Cemetery – Parks proposes to purchase a truck to water hanging baskets on Main Street. The option has an upfront cost for the purchase and a resultant $4,000 annual savings in rental charges. Also, the walkability committee recommended an increase of $49,000 for ongoing operating costs (including a new grade 7 Parks III position) associated with walkability projects. Other requests include $2,500 for landscape maintenance of the new Boothill pump station, and $9,000 for landscape maintenance at the new police facility.

Other – Increasing utility costs at the Quinn's Recreation Complex have necessitated an increase in the Fields budget of $31,500. Public Works Administration has need of a contract office assistant ($20,000) to assist the department during the Eden system conversion.

Library, Recreation, Golf, & Ice
Library – Library is proposing a reorganization of the circulation services function to resolve recruitment difficulties and utilize existing resource most effectively. The reorganization would remove the circulation services supervisor position along with a senior library assistant and add two circulation team leaders at a non-exempt grade 7. The option is further offset with a decrease in part-time non-benefitted library assistant money. The total budget savings is about $7,600 annually.

In response to the Council Goal of regional collaboration the library is working with the County to assess impacts of offering free Park City Library cards to Summit County residents. The recommendation is to fund this program as it pertains to children (ages 5-18) who live in Summit County. The expected cost is $21,000. Staff is working with the County to offset half of the cost with County contribution.

The library is also requesting a career development reclassification, a same level adjustment to cover rising costs of materials, a one-time increase to the adjusted budget to pay for unanticipated costs due to burglary, and a one-time adjustment for the reciprocal borrowing survey.

Recreation & Tennis – Recreation is also proposing a reorganization of their racquet club front desk operation. The proposal would remove an assistant front desk supervisor, a front desk supervisor, and an office assistant III, and would replace them with two front desk team leaders and a racquet club coordinator. The total option impact is zero-sum.

Recreation & Tennis are also requesting $26,000 for youth programming, $11,600 for racquet stringing, funding for the expansion of adult softball, and $2,800 for tennis pros to watch all league matches, all of which have offsetting revenues. In addition, the department is requesting $8,000 for increased bank charges due to growing use of Econnect, $5,500 for software licensing, and $3,000 for Play magazine printing,

Golf Pro Shop – Golf Pro Shop is proposing a decrease to materials, supplies, & services of $27,000, as well as an increase of $31,000 for the purchase of golf cars. These changes are according to the recommendation of the Golf Study Group. See the Budget Issues section of Volume I of the Budget Document for details on that recommendation.

Ice Facility – Ice is requesting $27,000 to operate an additional month in FY 2008 and $36,000 more to operate another additional month in FY 2009. The FY 2008 amount includes funding for a 6-month contract position to help with marketing. Also, $5,000 is requested to cover annual on-call pay. These requests are consistent with the Ice Facility Strategic Plan adopted by City Council earlier this year.

Sustainability

Most of the changes related to the new Sustainability Team are the result of the initial reorganization completed last winter. This reorganization is divided into two packages split between the Building, Planning, & Engineering Team and the Sustainability Team. The personnel changes are in one package (SUST1) and materials, supplies, and services are in the other (SUST). The personnel package results in a total budget savings of $95,000, while the materials package is zero-sum. The packages eliminate the Capital Projects & Economic Development Dept, the Special Events & Facilities Dept, and the Public Affairs & Communications Dept, and consolodate these departments' resources and personnel into two new departments: Sustainability – Visioning and Sustainability – Implementation.

The reorganization of personnel includes: 1) shift of the Planning Director from the Planning Department to Sustainability – Visioning, 2) reclassification of a Senior Planner to Principal Planner, 3) reclassification of a Senior Planner to Special Projects and Economic Development Coordinator and shift of that position from Capital Projects & Economic Development and Planning Departments to Sustainability – Implementation, 4) shift the Public & Community Affairs Director position from Public Affairs & Communication Dept to Sustainability – Visioning, 5) Shift of Sustainability Analyst III from Special Events Dept to Sustainability – Implementation, 6) shift Parks Planner/Project Manager from Capital Projects & Economic Development Dept to Sustainability – Implementation, 7) reclass Special Events Manager to Sustainability Projects Manager and shift from Special Events Dept. to Sustainability – Visioning, 8) split supporting personnel (including Engineering/Public Affairs Analyst I, Public Affairs/Special Events Analyst I, and Public Affairs Intern I) between the two Sustainability Departments, and 9) removal of the Capital Projects & Economic Development Director position.

Other options requested by Sustainability include $2,500 for equipment and memberships.

Non-Departmental

A budget adjustment of $220,000 is requested for a festival mitigation payment as outlined in the Master Festival License and City Service Agreement Between Park City Municipal Corporation and The Sundance Institute, section 11(c). It is intended to "offset existing Festival and/or Sundance's annual costs."

Special Service Contracts

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. According to City policy, up to one percent of the City's total budget is awarded. Payment may take the form of cash payment and/or rent contributions for the lease of City property in exchange for the value of in-kind services. On May 3rd, staff introduced the Subcommittee's recommendation for Special Service Contract funding. For the FY 2008-09 cycle $747,246, or 1% of the total City budget, is recommended for funding Special Service Contracts with $115,000 of this amount allocated for Youth Programming.

Public Service Contracts are awarded biennially through a competitive application process. A Request for Proposals was issued in February 2007 and announced through local media. Letters announcing the RFP were sent to previous awardees. Applications were accepted through April 2nd and submitted to the Public Service Contract Subcommittee for review. This Subcommittee includes Council Members Erickson and Hier and City staff. A Youth Advisory Committee reviews the Youth Programming applications and makes recommendations to the Public Service Contract Subcommittee. This year the Youth Advisory Committee included two students, Ben Portwood and Stephanie LoPiccolo, and two citizens from the community, Donna Williams and Dave Staley.

The selection process for both committees involved an examination of each application to determine how well it fit the criteria outlined in the City's Public Service Contract Policy. The applications were then ranked based on the outcome of the criteria match. Using these rankings the committees allocated funding limited by the special service contract budget. In order to distribute funds to additional applications, the committees examined additional criteria to determine if funding for some applications should be redistributed. These criteria consisted of whether the total allocation was sufficiently distributed among the service contract categories, the number of beneficiaries, whether certain gaps in community service are filled, if City Council goals are advanced, and whether the service would be provided by the City in the absence of it being provided through a non-profit organization. Once the committees were satisfied with the results a final recommendation was made to City Council.

In the May 3rd meeting, Councilmember Hier had a question about the breakdown of the 4th of July activity costs for the Chamber of Commerce application. After speaking with Bill Malone, the Executive Director of the Chamber, the costs for fireworks on the 4th of July were $10,000 annually. The remaining $2,200 requested in their application is to fund insurance for both the fireworks and the parade. It is a possibility that Park City Mountain Resort might pay the insurance costs this year for the fireworks, in which case the requested portion related to fireworks insurance will not be needed.

Councilmember Cone also had a question relating to the calculation for the People's Health Clinic. The Subcommittee recommendation consisted of using the City's part-time non-benefited/seasonal employee FTE count and assumes 2 people per FTE and 2 visits per FTE multiplied by the cost per visit outlined in the People's Health Clinic application. Council subsequently asked staff to see if any studies had been done that could help substantiate this number. According to a report published in 2006 by the U.S. Department of Health and Human Services, annual visits for uninsured patients is 1.6 visits per year (with 2.0 visits per year reported in 2004), and private insurance individuals had 3.1 visits per year (with 2.6 in 2004). Staff requested information from Blue Cross/Blue Shield about the number of annual physician visits for an insured individual. It was estimated that the average number of annual physician visits for a member is 3 times per year. In light of the range of numbers, staff recommends that Council retain the 2 visits/FTE calculation.

A summary of the final recommendation is shown in the table below and a full summary with justifications from the Special Service Contract Subcommittee is found in Attachment A. Consistent with direction received from City Council two years ago, Staff will provide additional information regarding the Committee recommendations to City Council on May 3rd, which will allow time for discussion and final Council direction on May 17th.

Organization	**Funding Request**	**Previous Award**	**Recommended Funding**
People's Health Clinic	$81,692	$47,313	$60,600
Chamber of Commerce	$180,000	$178,738	$160,000
Recycle Utah-*Operating Request*	$54,500	$29,500	$45,846
Recycle Utah- *Rent Contribution*	$19,154	$19,154	$19,154
Park City School District/Adult ESL	$14,000	$14,000	$14,000
The Christian Center	$20,000	$10,515	$20,000
Summit Land Conservancy	$15,000	$12,500	$15,000
PC Historical Society & Museum	$104,000	$75,000	$104,000
Peace House	$70,000	$50,000	$50,000
Mountainlands Community Housing Trust	$35,000	$30,000	$30,000
Park City Community Outreach Center	$21,000	$18,925	$21,000
Park City Arts Council	$139,612	$55,556	$59,138
Utah Green Building Initiative	$10,000	-	$10,000
Mountain Mediation	$34,480	$36,799	$23,508
National Ability Center	$30,000	-	$0
Holodec Environmental Foundation	$10,000	-	$0
Total:	**$838,438**	**$578,000**	**$632,246**
Youth Organizations	**Funding Request**	**Previous Award**	**Recommended Funding Allocation**
Children's Justice Center	$10,000	$10,000	$10,000
Holy Cross Ministries	$14,000	$4,000	$10,000
Boys & Girls Club of Greater SL	$68,344	$36,000	$40,000
Big Brothers/Big Sisters of Utah	$20,000	$10,000	$15,000
Arts-Kids	$40,000	$20,000	$20,000
McPolin Elementary School	$20,000	-	$20,000
Valley Mental Health Summit Co.	$20,000	-	$0
Park City High School PTSO	$6,100	-	$0
Park City Youth Lacrosse Organization	$10,000	-	$0
Young Riders	$6,000	-	$0
Total:	**$214,444**	**$80,000**	**$115,000**
Grand Total:	**$1,052,882**	**$658,000**	**$747,246**

Operating Revenues

As in prior years, sales and property tax compose the majority of budgeted revenues for FY 2008. Park City does not anticipate a property tax rate increase to the property tax levy for 2007, however, there is new growth expected for the upcoming fiscal years 2008 and 2009. The 2007 certified tax rate will be calculated and submitted to the County Auditor's office in July.

FY 2008		
Sales Tax	$	11,475,000
Planning,Building, Engineering Fees	$	5,588,000
Charges for Services	$	7,211,000
Intergovernmental Revenue	$	7,454,546
Franchise Tax	$	2,587,000
Property Tax	$	13,014,909
General Government	$	400,900
Fees/Other	$	5,566,826
Total	$	53,298,181

The City also anticipates moderate growth in sales tax over the next two fiscal years, although not at the pace seen in FY 2005 and 2006. In the past two years, changes in taxation as a result of State Legislation have had (and will continue to have) a significant impact on Park City's sales tax growth. During the 2006 Legislative Session the State removed a "hold harmless" provision from the local option sales tax collected by Park City. This provision enabled the City to collect at least 75% of the 1% levy. FY 2007 is the first year that the legislation is in measurable effect. As of the April sales tax distribution, the City is collecting about 62% of the 1% levy. Year-to-date, the City has foregone roughly $620,000 in local option sales tax revenue, and staff estimates that by year end foregone revenue could total $870,000. A more in-depth discussion on the hold harmless provision is found under the Sales Tax heading in the Revenue section of the Budget Document.

Tax	Rate	Hold Harmless Rate	Effective Rate
Local Option Sales Tax	**1.00%**	**0.75%**	**0.62%**

In the 2007 Utah Legislative General Session, Senate Bill 223 was passed which removed food and food ingredients from taxable items for two of the three locally imposed sales taxes. These are the 1% resort community tax and the 0.25% transit tax. Staff estimates the removal of food from the tax base for these taxes will result in a loss of $400,000 for Park City. It should also be noted that this bill decreased the overall State sales tax by 0.1% on all taxable items. These changes are summarized in the table below.

Tax	Old Rate	New Rate Food Sales	New Rate Non-Food Sales
State Sales Tax	4.75%	**1.75%**	**4.65%**
County Option Sales Tax	0.25%	0.25%	0.25%
County RAP Tax	0.10%	0.00%	0.10%
Local Option Sales Tax	1.00%	1.00%	1.00%
Resort Community Tax	1.00%	**0.00%**	**1.00%**
Mass Transit Tax	0.25%	**0.00%**	**0.25%**
	7.35%	**3.00%**	**7.25%**

The following table shows the impacts of both tax changes.

	Resort and Transit Tax	Local Option Sales Tax	Total
Estimated Tax Impact from State Legislation	**($400,000)**	**($870,000)**	**($1,270,000)**
Effective:	FY 2008	FY 2007	

In the bill from the 2007 General Session that removed food from the base of the resort community and transit taxes, there is language that allows municipalities who enact these taxes to increase the resort community tax by 0.1% and the transit tax by 0.05%. This can help communities remain revenue neutral. Staff will approach Council and recommend these rate changes in the June 14th meeting. Staff is hearing that more reductions to sales tax revenues are possible in the 2008 Legislative Session.

Department Review:
This report has been reviewed by the Budget, Debt, and Grants and City Manager departments. Each department team has reviewed their own operating expenditures section.

Alternatives:

A. Hold a Public Hearing on operating budget requests and provide direction about budget issues

B. Continue the Item: Time will be available in future budget meetings to address any outstanding issues. Council could choose to give additional direction at that time.

C. Do Nothing

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 by June 14th so that the Final Budget can be prepared for adoption on June 21st.

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

Attachments:
Attachment A – Special Service Contracts Subcommittee Recommendation

Special Service Contract Subcommittee Recommendation

Organization	Funding Request	Previous Award	Recommended Funding	% Change from Previous Award	Justification
People's Health Clinic	$81,692	$47,313	$60,600	28%	The People's Health Clinic estimates that it costs $150.00 per patient for treatment. The Subcommittee based PHC's allocation on the amount required to provide care to Park City's non-benefitted employees: 101 Part-time Non-benefited City FTEs budgeted in FY 2008 x $150.00 per visit (PHC's cost/visit) x 2 annual visits per FTE x 2 years
Chamber of Commerce	$180,000	$178,738	$160,000	-10%	Funding allocation for the Chamber includes the 4th of July activities plus 1/2 visitor information cost as reported in the budget (value in-kind not included)
Recycle Utah-*Operating Request*	$54,500	$29,500	$45,846	55%	The committee recommends funding requests for the Wind Power, Business Recycling, and Hazardous Waste programs. Recycle Utah originally requested funding for bin pulls, but because the bin pulls generate revenue, and the Committee would still like to support Recycle Utah's programs, the committee decided to fund roughly 1/4 of the Director's annual salary instead.
Recycle Utah- *Rent Contribution*	$19,154	$19,154	$19,154	0%	Rent contribution is fully funded.
Park City School District/Adult ESL	$14,000	$14,000	$14,000	0%	Funding allocation for the Adult ESL program and after school tutoring for children of adults in ESL program.
The Christian Center	$20,000	$10,515	$20,000	90%	Pantry staffing costs covered by funding allocation.
Summit Land Conservancy	$15,000	$12,500	$15,000	20%	Funding allocation for staffing costs associated with cataloging and visiting parcels within the City limits, to complete monitoring reports, and taking aerial photos.
Park City Historical Society & Museum *Operating Request*	$104,000	$75,000	$104,000	39%	Because the museum will not be able to generate sufficient revenue during the remodel, the Subcommittee recommendation is to fund the Director's salary, and to staff the Museum on Sunday.
Park City Historical Society & Museum *Rent Contribution*	$46,647	$46,647	$0	-100%	Rent contribution is no longer required due to the 99-year lease with the City and the expiration of the MBA debt service.
Peace House	$70,000	$50,000	$50,000	0%	Recommendation includes funding for the Peace House Women's Shelter and Education Services.
Mountainlands Community Housing Trust	$35,000	$30,000	$30,000	0%	Funding allocation for the Housing Resource Center
Park City Community Outreach Center	$21,000	$18,925	$21,000	11%	Funding allocation to assist in covering operating costs for community outreach programs.
Park City Arts Council	$139,612	$55,556	$59,138	6%	The recommended allocation funds the costs associated with the August Artsravaganza, the New York Media Activity, and the Director's salary associated with Cultural Tourism. The amount also includes $13,500 to administer the Public Art Advisory Board (as set forth in the Public Art Policy).
Utah Green Building Initiative	$10,000	-	$10,000	-	Funding allocation is to fund green home inspections and educational seminars.
Mountain Mediation	$34,480	$36,799	$23,508	-36%	Additional information had been requested about the organization's services and upon receipt of this information, the recommendation is to fund the Executive Director salary.
National Ability Center	$30,000	-	$0	-	The request (to provide funding for an expanded adult sledge hockey season) did not meet Criterion 2 - the program would serve only a limited population and is not a service the City would likely provide. In addition, the committee felt the NAC could work with PC Ice Arena to obtain additional ice time.
Holodec Environmental Foundation	$10,000	-	$0	-	The request did not meet Criteria 2, 3 & 4. Application contained no financial information, and exhibited a lack of clarity in a public benefit and how the City would receive a fair market value or greater in return for contribution. (Criteria 2, 3, & 4)
Total:	**$885,085**	**$624,647**	**$632,246**		

Youth Organizations	Funding Request	Previous Award	Recommended Funding Allocation	% Change from Previous Award	Justification
Children's Justice Center	$10,000	$10,000	$10,000	0%	The recommendation was to fund the director and office manager salary as well as utilities and communication expenses.
Holy Cross Ministries	$14,000	$4,000	$10,000	150%	The Youth Advisory Committee recommended that $10,000 be allocated for supplimenting stipends to staff to teach reading and math in the summer program.
Boys & Girls Club of Greater SL	$68,344	$36,000	$40,000	11%	The recommendation consisted of funding for salaries for Club staff positions.
Big Brothers/Big Sisters of Utah	$20,000	$10,000	$15,000	50%	Funding recommended for salaries, fringe, travel, transportation, building, communication, printing, postage, and supplies.
Arts-Kids	$40,000	$20,000	$20,000	0%	The recommendation is to fund program costs consisting of stipends for artists and facilitators, and supplies.
McPolin Elementary School	$20,000	-	$20,000	-	The funding allocation is for the Masterpieces in Art Program. The Subcommittee recommendation was for only one funding cycle.
Valley Mental Health Summit Co.	$20,000	-	$0	-	The application did not outline the specific benefit to Park City through the program. (Criterion 2)
Park City High School PTSO	$6,100	-	$0	-	The requested funding was for two events. In addition, the application requested funding for equipment and was narrow in its focus to Park City high school seniors. (Criteria 1 & 2)
Park City Youth Lacrosse Organization	$10,000	-	$0	-	The request did not adequately demonstrate the public need for the program or activity. (Criterion 2)
Young Riders	$6,000	-	$0	-	The request did not serve a very large population of youth or show a clear description of how the City funds would be used. Generally speakink the application was too unclear. (Criteria 2 & 3)
Total:	**$214,444**	**$80,000**	**$115,000**		

Grand Total:	**$1,099,529**	**$704,647**	**$747,246**

City Council
Staff Report

Author: Katie Cattan
Subject: 1287 Empire Avenue Replat
Date: May 17, 2007
Type of Item: Administrative- Plat Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council hold a public hearing and consider approving the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic

Applicant:	BCRG, LLC. Bronson Calder and Ryan Smith
Location:	1287 Empire Avenue
Zoning:	Recreation Commercial (RC)
Adjacent Land Use:	commercial, single family, multi-family, Municipal Water Facility
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

The applicant is the owner of Lots 21, 22, and a 15' wide portion of the adjacent vacated Calhoun (13th) Street of Block 26, of Snyder's Addition to the Park City Survey. On March 16**,** 2007, the City received a completed application to combine these properties into two lots of record. Lots 21 and 22 are 25' x 75' each and the adjacent vacated Calhoun Street parcel is 15' x 75' in dimension. By combining the two lots and parcel into two even lots of record, the new dimensions of the proposed lots would be 37.5' x 75'.

There is one existing non-historic single family home located across the two lots and across the location of the proposed new lot line. The Historic Preservation Board is authorized to make determinations of significance pursuant to LMC Section 15-11-12. On March 19, 2007, the Historic Preservation Board determined that the existing home at 1287 Empire Avenue is not historic. Demolition of the existing non-historic home at 1287 Empire Avenue must occur prior to plat recordation.

The Planning Commission heard this application at its regular meeting on April 25, 2007, and forwarded a positive recommendation. There was no public input.

Analysis

The purpose of the application is to combine the three properties into two lots of record. This plat amendment will create two lots of record with 37.5' x 75' (2,812.5 square feet) in dimensions. Future construction on the proposed lots must comply with the provisions of the Recreation Commercial (RC) Zoning District of the Land Management Code. The minimum lot area for a single family home is 1,875 square feet, and 3,750 square feet for a duplex. A duplex would not be allowed on the proposed lots because the minimum requirement for lot area is not met. For a single family home, each lot will be required to have 3' side yard setbacks, 10' front and rear setbacks, a maximum footprint of 1,201 square feet, and a maximum height of 27' above existing grade. The applicant has not submitted any building applications at the time of writing this report. Any future applications must be compliant with the Land Management Code Section 15-2.16 (Recreation Commercial Zone). The property is located within two blocks of the HR-1 zone. Therefore, any future applications must meet the criteria in the Historic District Design Guidelines.

Planning Staff finds there is good cause for the application as the lot combination will comply with state law and will create two lots without remnant parcels. The current state of the existing home is not compliant with the LMC due to the home straddling two existing lot lines. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Department Review

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on March 27, 2007, where representatives from local utilities and City Staff were in attendance. No further issues were brought up at that time.

Notice

Notice of this hearing was sent to property owners within 300' on April 4, 2007. Legal notice was also put in the Park Record.

Public Input

No public comments have been received by staff at the date of this writing.

Alternatives

1. The City Council may approve the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City as conditioned or amended; or
2. The City Council may deny the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The applicant could submit building permits for single family homes on lots 21 and 22. The adjacent vacated Calhoun Street parcel (15’ x 75’) could not be developed separately, due to insufficient lot area.

Recommendation

Staff recommends the City Council hold a public hearing for the 1287 Empire Avenue plat and consider approving the amended plat of lots 21 and 22, Block 26 Snyder’s Addition to Park City based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits

Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat Amendment

Ordinance No. 07-

AN ORDINANCE APPROVING THE AMENDED PLAT OF LOTS 21 AND 22, BLOCK 26 SNYDER'S ADDITION TO PARK CITY AT 1287 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as Lots 21, 22, and a portion of vacated 13TH Street at 1287 Empire Avenue, has petitioned the City Council for approval of a plat amendment; 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 April 25, 2007 to receive input on the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City.

WHEREAS, the Planning Commission, on April 25, 2007, forwarded a positive recommendation to the City Council; and

WHEREAS, on May 17, 2007 the City Council approve the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City; and

WHEREAS, it is in the best interest of Park City Utah to approve the Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City.

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

SECTION 1. APPROVAL The above recitals are hereby incorporated as findings of fact. The Amended plat of lots 21 and 22, Block 26 Snyder's Addition to Park City as shown in Exhibit B is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is Lots 21, 22, and a portion of the adjacent vacated Calhoun (13th) Street of Block 26, of Snyder's Addition to the Park City Survey.
2. The zoning is Recreational Commercial (RC).
3. The property is located within two blocks of the HR-1 zone. Therefore, any future applications must meet the criteria in the Historic District Design Guidelines, per LMC Section 15-2.16-7(B).
4. The Recreation Commercial zone is characterized by a mix of contemporary residences, smaller historic homes, and condominiums.

5. The amendment will combine two lots and one parcel into two lot of record.
6. There is an existing non-historic single family home on the property.
7. Access to the property is from Empire Avenue.
8. The proposed lots measures 32.5' x 75'.
9. Each proposed lot is 2437.5 square feet in size.
10. The minimum lot size for a single family home in the RC zone is 1,875 square feet.
11. The maximum building footprint for each of the proposed lots is 1,062 square feet.
12. The maximum height limit in the RC zone for a single family home is 27 feet above existing grade.
13. Setbacks for the lot are 3' on the sides, and 10' in the front and rear.
14. Minimal construction staging area is available along Empire Avenue.
15. All other facts within the Analysis section of this report are incorporated within.

Conclusions of Law:

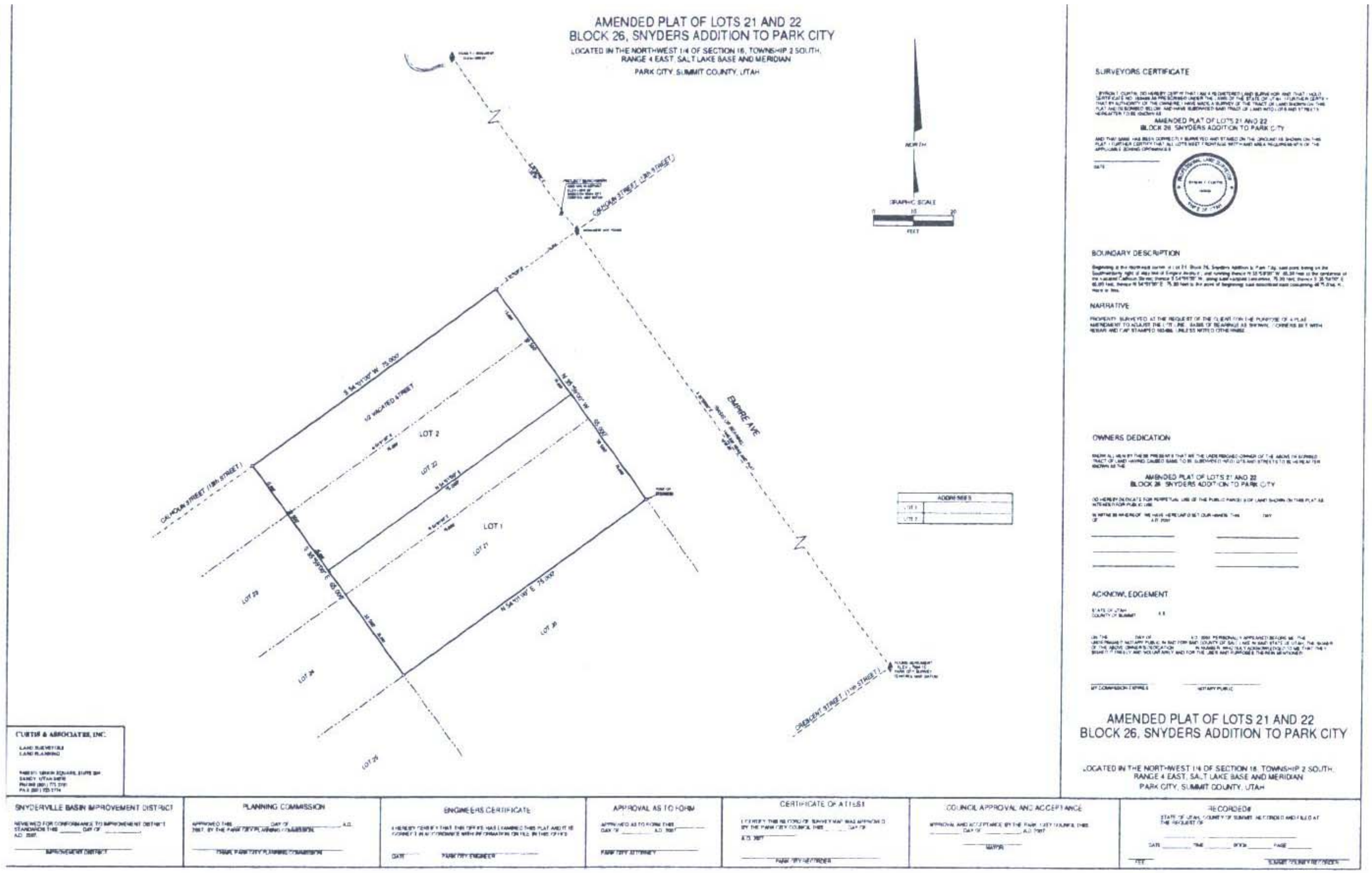
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with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

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit for construction on this lot, the applicant shall submit an application for Historic Design Review for review and approval by the Planning Department for compliance with applicable Historic District Design Guidelines.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. Demolition of the existing home on the subject lot must occur prior to plat recordation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 17th day of May 2007.


AMENDED PLAT OF LOTS 21 AND 22
BLOCK 26, SNYDERS ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
NORTH
GRAPHIC SCALE
FEET
CALHOUN STREET (13th STREET)
EMPIRE AVE
CRESCENT STREET (11th STREET)
1/2 VACATED STREET
LOT 2
LOT 22
LOT 1
LOT 21
LOT 23
LOT 24
LOT 25
LOT 20
ADDRESSES
LOT 1
LOT 2
SURVEYORS CERTIFICATE
AMENDED PLAT OF LOTS 21 AND 22
BLOCK 26, SNYDERS ADDITION TO PARK CITY
DATE
BOUNDARY DESCRIPTION
NARRATIVE
OWNERS DEDICATION
AMENDED PLAT OF LOTS 21 AND 22
BLOCK 26, SNYDERS ADDITION TO PARK CITY
ACKNOWLEDGEMENT
STATE OF UTAH
COUNTY OF SUMMIT
MY COMMISSION EXPIRES
NOTARY PUBLIC
AMENDED PLAT OF LOTS 21 AND 22
BLOCK 26, SNYDERS ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
CURTIS & ASSOCIATES, INC.
LAND SURVEYING
LAND PLANNING
SNYDERVILLE BASIN IMPROVEMENT DISTRICT
IMPROVEMENT DISTRICT
PLANNING COMMISSION
ENGINEERS CERTIFICATE
DATE
PARK CITY ENGINEER
APPROVAL AS TO FORM
PARK CITY ATTORNEY
CERTIFICATE OF ATTEST
PARK CITY RECORDER
COUNCIL APPROVAL AND ACCEPTANCE
MAYOR
RECORDED#
DATE
TIME
BOOK
PAGE
FEE
SUMMIT COUNTY RECORDER

City Council
Staff Report

PLANNING DEPARTMENT

Author: Kirsten Whetstone, AICP
Subject: Museum Subdivision
Date: May 17, 2007
Type of Item: Administrative – Subdivision plat

Summary Recommendations: Staff recommends the City Council review the proposed subdivision plat, conduct a public hearing, and consider approving the subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached ordinance.

Topic

Applicant:	Park City Historical Society, Inc. for Municipal Building Authority of Park City (Park City Municipal Corporation)
Location:	528 Main Street
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Commercial businesses, offices, second floor residential, parking lots, and Park City transit center
Reason for Review:	Subdivisions require Planning Commission review and City Council approval.

Background

The Municipal Building Authority of Park City, Utah is the owner of record of Lots 5, and 6 and a portion of Lots 4 and 7, Block 24, Park City Survey. The applicant is a lessee of the City. The Park City museum is located on the subject property. The Park City Historical Society has also filed an application for a conditional use permit to expand the museum and an historic district design review. The conditional use permit is tentatively scheduled for public hearing on May 24, 2007.

On November 10, 2006, the City received a complete application to remove the internal lot lines between Lots 4 and 5, 5 and 6, and 6 and 7 to create a single lot of record for the Park City museum. The applicant is also requesting that an adjacent un-platted parcel of Park City Municipal Corporation owned property, approximately 3,230 sf in area, (not public Right of Way), located adjacent to the east property line, be incorporated into the lot of record created by this Subdivision. This request has been approved by the City Council. The applicant is requesting action on this subdivision to accommodate an expansion to the Park City museum. The existing museum is situated on multiple lots. This subdivision will also remove interior lot lines.

The proposed lot would be approximately 9,704.4 square feet in area (0.223 acres). The existing historic buildings known as 528 Main Street (Historic City Hall and Fire

Station) and 524 Main Street (commercial building used at one time as the public library) will occupy the platted lot.

On March 15, 2007, the City Council heard input from the Historical Society and the public about the museum expansion and unanimously directed staff to proceed with the processing of the subdivision, the design review, and the conditional use application.

On April 25, 2007, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council to approve the Museum Subdivision plat. A conditional use permit application for an expansion to the museum is scheduled for Planning Commission review on May 23rd.

Analysis

The purpose of this application is to reconfigure all or portions of Lots 4, 5, 6, and 7 to create a single lot of record for the Park City museum (Exhibit A). There is good cause for the application as the future museum building will be located on one lot of record, the interior lot lines will be removed and will be brought into compliance with the Site and Lot requirements of Section 15-2.6-3 of the Land Management Code and the Building Code. Staff finds that the plat, as conditioned, will not cause undo harm to adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

The property is located in the HCB zone. Therefore, the applicant must meet all applicable criteria for restoration and additions to a commercial structure as described in the Historic District Design Guidelines. All new construction shall also meet the requirements and review criteria of Land Management Code Chapter 15-2.6, Historic Commercial Business (HCB), including Section 15-2.6-7 Swede Alley Development Criteria.

Department Review

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recordation. The request was discussed at an interdepartmental staff review meeting on December 12, 2006, where representatives from local utilities and City Staff were in attendance. Design of the building expansion, utilities, geotechnical conditions, parking, and lease issues will need to be addressed during the conditional use process and prior to issuance of any building permits for the expansion. Construction mitigation was discussed at the meeting. Mitigating construction impacts will be an important part of the building permitting and construction process.

Public Notice

Notice of this hearing was sent to property owners within 300' on April 3, 2007. No comments have been received by staff at the date of this writing.

Alternatives

- The City Council may approve the Museum Subdivision at 528 Main Street as conditioned or amended, or
- The City Council may deny the Museum Subdivision at 528 Main Street and direct staff to make findings for this decision, or
- The City Council may continue discussion and action on the Museum Subdivision at 528 Main Street.

<u>Significant Impacts</u>

The most significant fiscal impact of plat approval is that the Park City museum could be expanded and comply with the Site and Lot Requirements of the Land Management Code, subject to Conditional Use permitting and Historic Design Review. Construction impacts will be significant to vehicular and pedestrian activity on Swede Alley. There may be several construction projects in close proximity this summer. Sharing staging areas and delivery is encouraged.

<u>Consequences of not taking the Recommended Action</u>

The property will remain as platted and the existing building would be an existing non-conforming building because it was built over existing lot lines. The museum could not be expanded in the manner anticipated by the applicant.

<u>Recommendation</u>

Staff recommends the City Council review the proposed subdivision request, conduct a public hearing, and consider approving the Museum Subdivision at 528 Main Street based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached ordinance.

EXHIBITS

Exhibit A- Proposed Plat Amendment
Exhibit B- Existing Condition Survey
Exhibit C- Standard Project Conditions

Ordinance No. 07-

AN ORDINANCE APPROVING THE MUSEUM SUBDIVISION, A REPLAT OF PART OF LOT 4, LOTS 5 AND 6, PART OF LOT 7, BLOCK 24, OF THE PARK CITY SURVEY AND COMBINING AN ADJACENT PARCEL, PARK CITY, UTAH

WHEREAS, the owner of the property known as 528 Main Street, has petitioned the City Council for approval of a subdivision plat for the Park City Museum to combine part of Lot 4, Lots 5 and 6, part of Lot 7 of Block 24 of the Park City Survey with an adjacent 3,144 square foot parcel to create a single lot of record, as shown in Exhibit A; and

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

WHEREAS, on April 25, 2007, the Planning Commission held a public hearing to receive public input on the proposed subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on May 17, 2007, the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed subdivision creates one lot of record for the historic buildings at 528 Main Street; and

WHEREAS, it is in the best interest of Park City, Utah to approve the subdivision plat, creating one lot of record for the historic buildings at 528 Main Street, to allow compliance with the Land Management Code and the current Building and Fire Codes, and to allow expansion of the Park City Museum.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council.

Findings of Fact

1. The property is located in the Historic Commercial Business (HCB) zone.
2. The HCB zone is a commercial zone characterized by a mix of historic and contemporary commercial structures, parking, and government uses.
3. The subdivision plat will combine two lots and parts of two adjacent lots, as well as a 3,230 sf un-platted City owned parcel into a single lot of record.
4. The property is currently occupied by the historic buildings at 528 Main Street and associated plazas, landscaping, and public access ways. A non-historic

addition is located on a portion of Lot 4.

5. Access to the property is from platted Main Street as well as from Swede Alley. The property is in close proximity to the City's transit center. The pedestrian sidewalks and access ways are a hub of pedestrian activity between Main Street and Swede Alley.
6. The proposed lot is 9,704.4 square feet in lot area.
7. The minimum lot size in the HCB zone is 1,250 square feet.
8. There are no minimum setbacks in the HCB zone and the maximum building floor area ratio is 4.0.
9. Minimal construction staging area is available on the property.
10. Several construction projects are contemplated to be underway in this area, during the proposed museum expansion. Sharing off-site construction staging areas and delivery would help mitigate construction impacts on pedestrians and vehicle activity on Swede Alley and Main Street.
11. Snow removal is necessary for emergency access, and snow storage areas are necessary for good snow removal.
12. Landscaping, walkway treatment, appropriate signs, and public art will be important to both highlight the building as a museum as well as draw pedestrians from the transit center to Main Street via the pedestrian ways associated with this property.
13. The City Council is currently reviewing an amended lease for the Park City Historical Society regarding use of this property.

Conclusions of Law

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

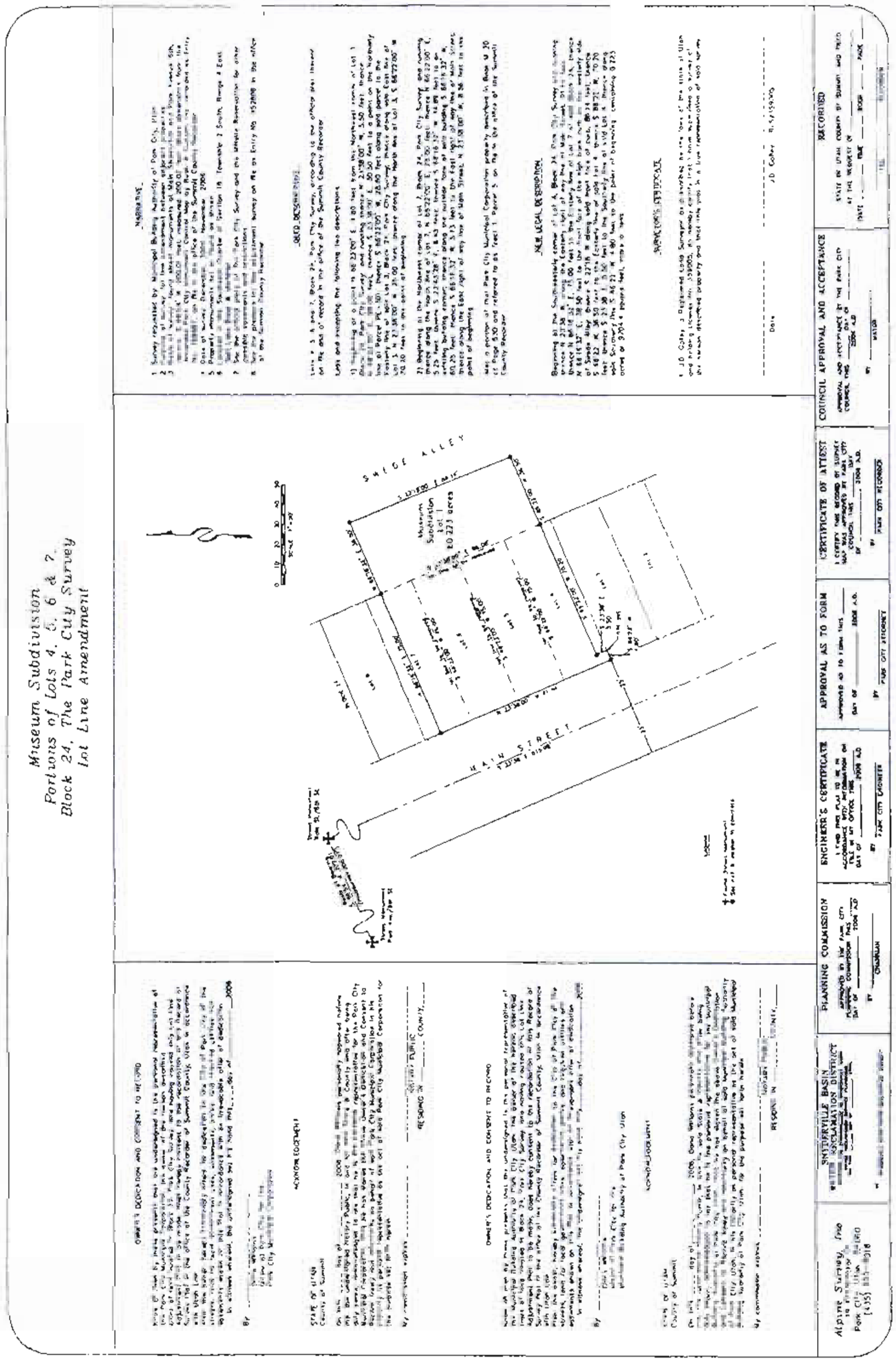
Conditions of Approval

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Recordation of this plat is a condition precedent to receipt of a building permit for construction on this lot.
3. Recordation of this plat is conditioned on City Council approval of the amended lease for the property.
4. Approval of a Historic Design Review, for compliance with applicable Historic District Design Guidelines, is a condition precedent to issuance of a building permit on this Property.
5. Prior to the receipt of a building permit for construction on this Property, the applicant shall submit a detailed construction phasing plan and a construction mitigation plan,

6. A fire protection plan shall be included with the building permit submittal for review and approval by the Building Department prior to permit issuance.
7. The applicant shall 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.
8. A landscape plan shall be submitted for the public access, plaza areas, and snow storage areas, at the time of the conditional use permit.
9. Proposals for placement of public art and historic artifacts on this Property are subject to Land Management Code requirements found in Section 15-4-15 – Outdoor Display of Works of Art on City-Owned Property.
10. Specific public use of the walkways and plazas shall be considered by the City, as property owner, and incorporated into any lease involving this Property.
11. Any proposed signs shall be reviewed for compliance with the City's Sign Code and shall be issued a sign permit prior to installation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 17th day of May 2007.


Museum Subdivision
Portions of Lots 4, 5, 6 & 7,
Block 24, The Park City Survey
Lot Line Amendment
MAIN STREET
SWEDE ALLEY
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED

119

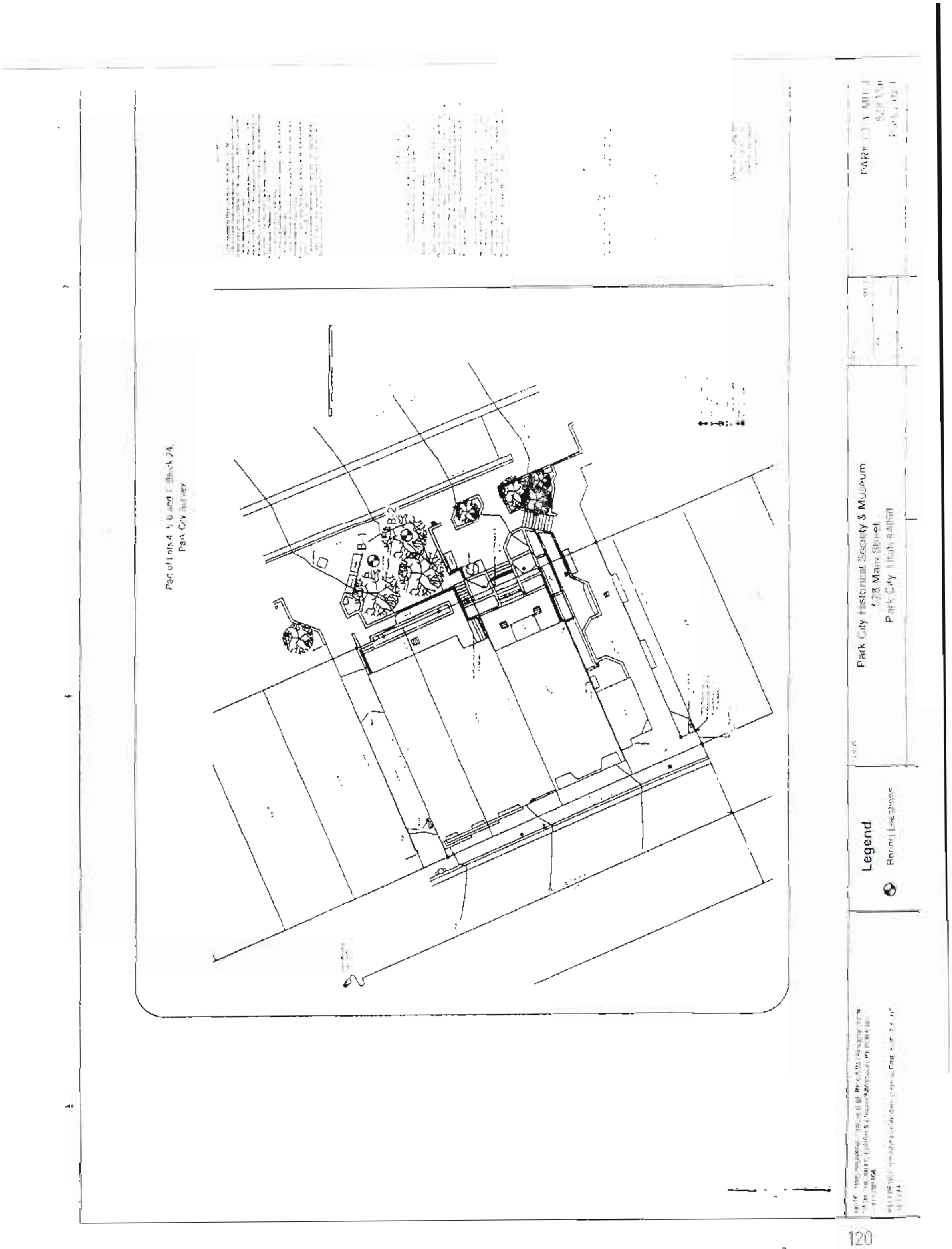

Park City Historical Society & Museum
528 Main Street
Park City, Utah 84060
Legend
Boring Locations
Part of Lots 4, 5, 6 and 7, Block 24, Park City Survey
B-1
B-2
120

EXHIBIT B

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist

the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.

13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approvals are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

City Council
Staff Report

Sustainability Department

Author:	**Alison Butz**
Subject:	**Art Festival MOU and City Services Agreement**
Date:	**May 17, 2007**
Type of Item:	**Administrative- Master Festival License**

Summary Recommendations:
Conduct a public hearing and authorize the City Manager to execute a Master Festival License (MFL) and City Service agreement with the Kimball Art Center as attached in a form approved by the City Attorney.

Description:
Topic:
Master Festival License and City Service Agreement with the Kimball Art Center for the Park City Arts Festival.

Background:
The Arts Festival is a unique event that is a community event that benefits Main Street. The benefits the Festival provides are different than those of a typical destination event. The Arts Festival, the main fundraiser for the art center, is an iconic event for the City and photographs taken of the event are used by the City, Chamber and other Park City organizations for marketing. Given Council's goal of sustaining existing events, Staff entered into discussions with the Kimball regarding a long-term agreement to secure the Festival's presence on Main Street.

The Park City Kimball Art Festival has been operating on a year to year contract since 2005. The attached agreement also outlines the logistics regarding the 2007 Park City Kimball Art Festival. Both the City and Kimball took into account comments and issues from the 2006 Festival to formulate the plan for the 2007 Festival.

Analysis
As background, for past discussions the City contracted with Wikstrom Economic and Planning Consultants to provide an analysis of the economic impacts the Arts Festival. In summary, Park City received an additional $22,298 in tax revenues from the 2004 Park City Arts Festival. The Kimball provided the City with a report conducted by the Utah Bureau of Economic and Business Research (BEBR) on the Fiscal impact of the 2006 Festival. The study, which was based on a survey of Arts Festival attendees, translated the net fiscal impact to the City of $111, 596. It did not, however, make any distinction between spending that was occurring within Park City and spending that might be occurring in the County (at the outlet malls, for example). The BEBR study attributes 100% of all spending as occurring in Park City. If 35% of the reported spending occurred in the County, the net fiscal impact would be closer to $72,539. In addition, the BEBR study assumes that none of the 30,156 visitors in town "primarily" for the Arts Festival would have been in Park City had the festival not been held. Both

reports only consider incremental tax increases and not gross revenue impacts, the value of City contributions, or induced economic benefit. For Sundance, Council took into account the overall impacts when considering incentives.

Staff has outlined the following negotiation points and recommendations based upon discussions during the 2005 and 2006 one-year extensions. In meetings with the Kimball and HMBA, an agreement on planning the logistical aspects of the festival have been outlined.

Term
The term of the agreement is for five years, 2007 through 2011 Festivals with an option to renew for an additional five (5) years.

Dates of Festival and Length of Festival.
The agreement states the dates of the festival shall be the first Friday, Saturday and Sunday of August. Park City and Kimball both agree to support and cooperate with one another if both parties agree to extend the Festival to a third full day. Both the Staff and Kimball acknowledge that increasing the festival to a full day on Friday requires further coordination and mitigation for deliveries and other impacts to the Main Street merchants. The City and Kimball will work together to meet with and work to address concerns from Main Street merchants to facilitate the discussion to extend the Festival to a third full day. A meeting has already taken place to begin outlining concerns. All parties would like to have an understanding of logistical challenges by June 15th.

- Any modifications to the length of the festival and plans associated with the extension would require additional logistics for city services, and planning with the merchants as well as a public hearing and City Council approval of the modification to the supplemental plans for the MOU. For 2007 the festival will run very similar to the 2006 festival with it being open to the public on Saturday and Sunday, and a "Local's Night" on Friday. Any increase to days in the future would require a public hearing and Council action.

Financial Components
Basic City Services. At no additional cost to Kimball Art Center, Park City will provide the following City Services for each day of the Festival:

(a) The Kimball shall be entitled to a credit of 67 hours per day of the Festival for specific Festival police as determined by the Police Chief's use for traffic mitigation;
(b) 73 hours per day of the Festival of enhanced transportation on Park City's existing routes;
(c) Additional trash can placement along Main Street;
(d) Pressure washing of the street and sidewalk post-event;
(e) Installation of Street Banners on the City's light standards for the Festival;
(f) Enhanced Main Street restroom cleaning; and
(g) Two (2) electronic signs for the duration of the Festival.

The cost of the basic City Services are approximately $43,655.50 for a two day Festival. These costs will be covered in part by the Festival Facilitation Fee.

Service Contract. The Agreement, subject to annual budget appropriation, specifies the following annual contributions to Kimball towards the costs of the Festival.

(a) $10,000 cash for Free Friday Locals Event.
(b) $5,000 cash for Enhanced Perimeter Security
(c) $8,000 value in kind contribution of Additional City Services

Cooperation with Chamber Bureau and HMBA.

The Kimball Arts Festival provides a revenue benefit to the Chamber of Commerce and with the potential of a third full festival day, the Chamber would receive additional revenue if the festival becomes more successful as a destination event. The City has worked with the Chamber to outline possible future Chamber support and an agreement between the Chamber and Kimball is attached to the agreement as Exhibit B.

Due to the impacts of a free locals event/program the HMBA has agreed to contribute funds. The HMBA agreed to underwrite the sale of $3,000 of Arts Festival raffle tickets for the 2007 Arts Festival with the understanding that the Friday's opening will remain free to "the locals" and that some reasonable amount of parking remains open for visitors during the day on Friday on Swede Alley and in China Bridge

2007 Festival Logistics

The Kimball's plans for the 2007 Festival outline closing Heber between Main Street and Park Avenue at 5:00pm on Thursday evening to allow for the display of the sponsor vehicles in conjunction with the Thursday Night Gala. Beginning Friday, Main Street to general traffic at 4am to accommodate loading oversized vehicles. The remaining vehicles and tent setup will follow throughout the morning with a hard closure for delivery vehicles at noon. The Kimball met with the Main Street Merchants to accommodate their concerns. At this time all concerns have been met.

Significant Impacts

The discussion above highlights the financial aspects of the agreement. The commitments from the City are included within the recommended FY 2008 budget presented to City Council.

Consequences of not taking recommended action:

If Council does not approve the Master Festival License, the Kimball does not have a contract to continue the Park City Kimball Art Festival on Main Street in Park City for the 2007 Festival.

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 City Manager to execute a Service Agreement with the Kimball Art Center as attached in a form approved by the City Attorney.

Exhibits
Exhibit A - Master Festival License and City Services Agreement

Master Festival License and City Services Agreement
Between
Park City Municipal Corporation
And
The Kimball Art Center

Master Festival License and City Services Agreement

Agreement

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

Master Festival License and City Services Agreement

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of ____________________, 2007, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and THE KIMBALL ART CENTER, a Utah non-profit corporation ("**Kimball**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

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

B. WHEREAS, Park City and the Kimball wish to enter into a long term contract maintaining Park City's Main Street as the venue for the Festival to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

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

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which the Kimball and the Festival make to the communities in Park City in particular and Summit County in general, Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

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

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

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2003 is incorporated herein by reference. The City Council finds that the Kimball's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival create additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Chamber and Visitor's Bureau and the Historic Main Street Business Alliance worked together to provide benefits to support the Festival and the Relocation.

Agreement

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

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

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

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Kimball with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and are a material part of this agreement. The Supplemental Plans for the 2007 Festival will be prepared in anticipation of the 2007 Festival. Supplemental Plans for the future Festivals will be substantively similar to follow Supplemental Plans for the 2007 Festival unless changes will promote the efficient and successful operation of the Festival. In the event the Parties fail to agree on changes to the 2007 Supplemental Plan, as amended pursuant to this Agreement, the Parties will act pursuant to the terms of the Supplemental Plan then in effect. Any substantive changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

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

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to Kimball or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the Festival and the opportunities provided thereby. Park City shall determine its calendar of municipal activities as affected by the Festival, and emphasize realistic public expectations for Park City during the Use Periods. Park City will use its best efforts to prevent any other activity from interfering with the Festival and this agreement.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Kimball Art Center hereby agrees to hold the 2007 through 2011 Festivals on Main Street in Park City. Accordingly, this Agreement shall be effective from May ______, 2007 thru November 1, 2011. The Agreement shall automatically renew for an additional five year term unless either party provides the other with written notice of its intent not to renew by September 15, 2011.

2.1 Dates of Festival. The dates of the festival shall be the first Friday, Saturday and Sunday of August. Park City and Kimball acknowledge a common interest in extending the Festival to a third full day. The Parties agree to work together to meet with and work to address concerns from Main Street merchants to facilitate the discussion to extend the Festival to a third full day. All final plans to extend to the third day would be reviewed as a substantial change by the City Council as outlined in this agreement under Section 1.2.

3. Grant of Lease. Park City hereby grants to Kimball and its designees and assigns, and Kimball hereby accepts, the right and lease for the occupancy and use of the

Use Areas, including all facilities, buildings and spaces during the Use Periods and for the purposes further described on Exhibit "A", along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Kimball with respect to the lease of the Use Areas is that of landlord and tenant, and may be further defined by the Lease Agreement. However, in the event the Lease Agreement is inconsistent with any term of this Agreement or any Exhibit to this Agreement, this Agreement shall control.

4. Exclusive or Shared Use. The Use Areas include areas where Kimball has Exclusive Use and areas where Kimball has Shared Use, as indicated on Exhibit "A".

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

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

4.3 Permitted Uses. Kimball may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A"; for the moving in and out, and the construction, erection and staging of decorations, temporary facilities and installations and other Temporary Improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; for advertising, marketing and promotion; and for any other purpose related to the Festival.

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

4.5 Restoration. Kimball shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Kimball shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed. Park City may impose a reasonable security deposit for any Use Area upon Kimball or its licensee(s).

5. Permits and Licenses.

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

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

5.3 Permits and Licenses Issued by Other Governmental Authorities. Kimball shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Kimball in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

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

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Kimball Art Center, Park City will provide the following City Services for each day of the Festival:

(a) The Kimball shall be entitled to a credit of 67 hours per day of the Festival for specific Festival police as determined by the Police Chief's use for traffic mitigation;
(b) 73 hours per day of the Festival of enhanced transportation on Park City's existing routes;
(c) Additional trash can placement along Main Street;
(d) Pressure washing of the street and sidewalk post-event;
(e) Installation of Street Banners on the City's light standards for the Festival;
(f) Enhanced Main Street restroom cleaning; and
(g) Two (2) electronic signs for the duration of the Festival.

Kimball may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered Additional City Services to be paid for by Kimball under Section 6.2.

6.2 Additional City Services and Work Order Process. Kimball may request services from Park City in addition to Basic City Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Kimball will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment.

7. City Representative.

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

7.2 Management Representative. Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The City Management Representative shall be designated by the City Manager. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City.

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

8. Use Area Technology Systems. During the Use Periods, Park City shall make available at no additional charge to Kimball, for Kimball's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability can not violate any franchise agreement with the provider. Kimball shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and can not create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Kimball, shall develop and implement plans for traffic control and parking around and through Park City. The City, at its sole discretion, shall set the rate and duration for the City's parking lots and garages surrounding Main Street. Future shuttle lot plans shall discuss use of the shuttle parking lot at Richardson's Flats once it is constructed. Park City shall modify and as necessary expand the public City Transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival.

9.2 Cooperation in Main Street and Heber Avenue Closing. Park City and Kimball both agree to support and cooperate with one another if both parties agree to close Main Street and/or Heber Avenue for pedestrian use only during some portion or all of the Festival per the approval of City Council.

9.3 Cooperation in Planning and Use of the Downtown Plaza. Park City and Kimball both agree to support and cooperate with one another if both parties agree to use all or a portion of the proposed Downtown Plaza, once constructed, during some portion or all of the Festival.

D. KIMBALL SERVICES.

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

10.1 Locals Event. The Kimball shall manage the Free Friday Locals Event as a locals' event. If at such time the City and the Kimball mutually agree to extend the Festival to three full days, the Kimball shall coordinate and administer a benefit to locals either through reduced cost in tickets for a set amount of attendees or another agreed upon method. A local shall be defined as someone residing within the Park City School District.

10.2 Marketing. Kimball agrees to make every effort in coordinating marketing with the Park City Chamber of Commerce to maximize funds such as those provided by the Utah Office of Tourism.

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

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contribution to Kimball towards the costs of the Festival for the term of this contract:

(a) $10,000 cash for Free Friday Locals Event.

(b) $5,000 cash for Enhanced Perimeter Security

(c) $8,000 value in kind contribution of Additional City Services

11.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's Recommended Budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services in Section 9.1 and Kimball incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Kimball to cover such increased transportation costs. If Park City fails to budget this Agreement and its obligations and contributions by the above dates, then this agreement may be terminated with 90 days' notice by Kimball without recourse or further claims by Park City.

11.2 Kimball agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount.

12. Chamber. The Agreement attached as Exhibit B is incorporated herein as additional consideration for the term of this Agreement. Failure of any promise or condition on such Agreements shall not result in any liability to the City. However, Kimball may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is breached. Kimball shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both parties.

13. HMBA. The Agreement attached as Exhibit C is incorporated herein as additional consideration for the term of this Agreement. Failure of any promise or condition on such Agreements shall not result in any liability to the City. However, Kimball may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit C is breached. Kimball shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both parties.

F. INSURANCE AND RISK MANAGEMENT.

14. Indemnifications.

14.1 Kimball's Indemnity. Kimball shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or use of the Use Areas; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Kimball; and provided further, that nothing herein shall require Kimball to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

(a) Workers' compensation insurance for Kimball employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

15.2 Kimball Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Kimball shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement. The City's Risk Management/ City Attorney's Office shall review and specify insurance requirements annually with the Supplemental Plans, however, minimum insurance shall be:

(a) Commercial general liability policy, with combined single limits of Three Million dollars ($3,000,000.00) per occurrence and in aggregate. ;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Kimball shall require any hired security company to provide a policy of liability insurance.

(c) aircraft liability insurance, if Kimball leases or uses aircraft in connection with its activities under this Agreement.

(d) Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

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

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Kimball's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Kimball's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

15.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Kimball shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

16. License for Use of Kimball Marks. Kimball will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis to use Kimball's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to Kimball's terms and conditions, including restrictions prohibiting any commercial use of such marks.

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

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

19. Sponsorships. Kimball shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Kimball in the Use Areas. Sponsors are required to obtain Park City Business Licenses and Conditional Use Permits when necessary to operate within the City limits.

20. Representations and Warranties.

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

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

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

22. Dispute Resolution. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute must first be referred for resolution to Park City's City Representative and Kimball's Manager or other person designated by Kimball as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and Kimball's Managing Director. Either party may invoke such procedures by presenting to the other party a “Notice of Request for Resolution of Dispute” (a “Dispute Resolution Notice”) identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the Festival. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. The costs of such mediation shall be shared equally by both parties. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

23. Specific Performance. Each of the parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the parties each agree that if a party breaches any provision set forth herein, the other party shall be entitled, in addition to such other remedies and damages as may be available to it, to an injunction requiring specific performance of such provision or restraining the other party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding anything to the contrary herein, during the Use Periods, either party can seek specific performance of the provisions of this Agreement without first seeking mediation.

24. Other Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

<u>If to Park City</u>:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

<u>With copies to</u>:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

<u>If to Kimball</u>:

Pam Crowe-Weisberg
Kimball Art Center
638 Park Avenue
Park City, UT 84060

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

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

PARK CITY MUNICIPAL CORPORATION KIMBALL ART CENTER

______________________________ ________________________________
Tom Bakaly, City Manager
Park City Municipal Corporation

Pam Crowe-Weisberg, Executive Director
Kimball Art Center

Approved as to Form:

____
City Attorney

Attest:

____
City Recorder

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this ___ day of ______________, 2007, personally appeared before me Pam Crowe-Weisberg, who being duly sworn, did say that he/she is the Executive Director of Kimball Art Center, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

____
NOTARY PUBLIC

SUMMARY OF EXHIBITS

Exhibit “A” Use Areas
Exhibit “B” Chamber Agreement (to be provided at later date)
Exhibit “C” HMBA (to be provided at later date)

EXHIBIT “A” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Miners Hospital – First Floor and all associated furnishings, fixtures and equipment and parking spaces in the adjacent parking lot	1354 Park Avenue	7/23/2007 – 8/4/2007	Parking Pass Distribution	Parking – Nonexclusive; All Other - Exclusive	Park City shall provide Cleaning and Waste Removal	Kimball	None
Main Street (9th Street to King Road)	Main Street	8/3/2007 – 8/5/2007	Festival Venue	Pedestrian and Vendor	Enhanced restroom cleaning and placement of additional trash cans	Kimball	Kimball and Park City
Heber Avenue	Heber Avenue	8/2/07 – 8/5/07	Staging of display cars and Festival Venue	Pedestrian and Vendor	None	Kimball	Kimball and Park City
Brew Pub Parking Lot	Swede Alley	8/1/07 - 8/5/07	Festival Venue	Operations and Venue	None	Kimball	Kimball
Flag Pole Parking Lot	Swede Alley	8/2/07 - 8/5/07	Festival Venue	Parking	None	Kimball	Kimball
China Bridge Parking Structure	Swede Alley	8/3/07 - 8/5/07	Artist parking	Parking	None	Kimball & PCMC	Kimball & PCMC
Historic Wall Parking Lot	Swede Alley	7/31/07 - 8/6/07	Festival Operations	Operations	None	Kimball	Kimball

EXHIBIT “B” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber Agreement

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to the Kimball the following as adopted by formal motion on ???, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT is in effect:

1. Allocation of Chamber grant money earmarked for a free local event/program

2. Allocation of Chamber grant money towards marketing of the festival for both in-state and out-of-state marketing

3. The Kimball will coordinate with the Chamber prior to submission of matching grant applications for marketing the festival to overnight destination visitors.”

4. The Kimball will coordinate with the Chamber on maximizing the use of matching fund grants to complement or supplement the Chamber’s existing summer marketing campaigns targeting overnight destination visitors

Signed:________________________

By:____________________________

EXHIBIT “C” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

HMBA Agreement

The HMBA agrees to underwrite the sale of $3,000 of Arts Festival raffle tickets for the 2007 Arts Festival with the understanding that the Friday’s opening will remain free to “the locals” and that some reasonable amount of parking remains open for visitors during the day on Friday on Swede Alley and in China Bridge.

Signed:________________________

By:____________________________

City Council
Staff Report

Author: Ken Fisher, PCMC
Bonnie Park, SBSRD
Steve Oliver, PCSD
Subject: Joint Use of Facilities for Recreation
Date: May 17, 2007
Type of Item: Legislative

Recreation & Library Department

Summary Recommendations
Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between SBSRD, PCMC and PCSD for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

Description:
Topic: Three-way Agreement for Joint Use of Facilities for Recreation

Background:
The Recreation Round Table was established in 2005 as a forum to discuss how our three tax-supported entities provide public recreation facilities and services. On March 24, 2005 the Round Table met to pinpoint issues, define interests and identify goals of the agencies. Attendees included Sharon Odell, Lauren O'Malley and Bonnie Park (SBSRD), Jim Hier, Candy Erickson, Tom Bakaly and Ken Fisher (PCMC), Dave Chaplin, Kathryn Adair, Vern Christensen, Dave Adamson and Von Hortin (PCSD). Park, Bakaly and Adamson were directed to establish a sub-committee to evaluate the existing agreements. Policy makers recognized they would need staff input, guidance and recommendations. Consequently, parks, recreation, administration and athletic staff of the three jurisdictions have held several meetings at several levels over the last two years to improve communication and coordination between the three agencies.

A key directive of the initial Round Table was to renew and update agreements. Those agreements included:

1. MOU for Cooperative Youth Sports Programming that expired August 2005 and is incorporated into the Agreement for Joint Use of Facilities for Recreation
2. PCMC/PCSD Lease and Use Agreement (Exhibit E) that was entered into November 1990
3. Interlocal Lease and Use Agreement between SBSRD and PCSD (Exhibit F) that was entered into December 1996
4. PCMC/SBSRD Interlocal Ice Agreement (Exhibit G) that was entered into in August 2004

It was also recommended that communication be improved and a problem solving mechanism to resolve issues be defined.

Analysis:
Although there are existing Agreements adopted in the 1990's. Basin Recreation had nothing more than a hand shake agreement with Park City School District for use of gym facilities at Ecker Hill Middle School. At Trailside Elementary, there was no formalized agreement adopted for field operations and maintenance, programming, or gym use. The MOU for youth sports between SBSRD and PCMC had expired. There was no agreement for use of the Racquet Club for Park City High School Tennis, or for SBSRD Junior Jazz Basketball. The role of the Field House in supporting PCHS athletics was just beginning to be understood.

In attempting to update the original agreements, it became clear that the three agencies are very much intertwined in providing fields and facilities for recreation. Consequently, a three-way use agreement was developed. It proposes to leave the 1990's agreements in full force and effect, so long as they do not conflict with updated provisions of the 2007 agreement.

The Joint Use Agreement is intended to *"reflect reality"* in the way our facilities are currently managed and to guide the efficient delivery of recreation facilities and services in the greater Park City area. It clarifies and augments the existing agreements. Staff has already implemented many of the proposed practices. For example, communication has improved between park and recreation department personnel and physical education teachers to avoid conflicts between P.E. classes and field maintenance activities. The site-specific policies describe topics such as ownership, maintenance, hours of use, scheduling and coordination, improvements, and compensation so that as leadership changes are made over time, there is a blue print for policy makers, administration and operations staff to follow. The site-specific policies are also designed to streamline the communication of policy decisions through the organization. For example, those at the operations level who need to know how the shared use of facilities occur at Treasure Mountain, do not necessarily need to know how the shared use of facilities occurs at Trailside Elementary or Ecker Hill.

This joint use agreement has taken two years to create in part because of busy schedules and personnel changes. Also new facilities, including Willow Creek Park, Park City Sports Complex and Dozier Field were being constructed and opened while staff grappled with how these public facilities could be used for the greater good while, at the same time, protecting the interests of each jurisdiction. Significant time was spent working through the proposed Field Use Policies (Exhibit D) which, to the extent possible, are intended to generally govern field use with consistency between the three entities. These policies incorporate a newly developed field cancellation "matrix" for increased consistency in decision-making when games are cancelled. The policies contemplate a new way of managing fields utilizing the "tier system." The tier system is intended to balance out the use and maintenance of fields. Each field is classified according to the use, impact of play and the level of service at which turf is to be maintained. Practice areas have also been identified.

The fiscal impacts are shared between the entities. Practically speaking, from an administrative perspective, it is very difficult to accurately charge for utility costs for use of the fields and facilities between the entities. As partners in providing public recreation, staff recommends that it is best to share the burden without annual billing between the jurisdictions in certain circumstances. The site specific policies call out specific situations when the entities will pay for services provided by another jurisdiction.

On March 28, 2007 Board and Council Liaisons were invited to review the proposed three-way agreement. Attendees included Sharon Odell, Kathy Clark and Bonnie Park (SBSRD), Jim Hier, Candy Erickson, Tom Bakaly and Ken Fisher (PCMC), Charles Cunningham and Steve Oliver (PCSD). All present supported the proposed joint use agreement.

In recent weeks, the Agreement has been reviewed by SBSRD and PCSD legal advisors and the Park City attorney. It is now poised for consideration and approval on the following dates:

Basin Recreation Board	Wednesday, May 16, 2007
Park City Council	Thursday, May 17, 2007
Park City School Board	Tuesday, May 22, 2007

Department Review & Input Received From: SBSRD, PCSD**,** Recreation & Library Department, Legal, & the City Manager

Alternatives:

- **Approve the Request:** Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between SBSRD, PCMC and PCSD for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

- **Modify the Request:** If Council wishes to modify the request with regards to the three way Agreement for Joint Use of Facilities for Recreation they may do so

- **Deny the Request:** Council may deny the request to join in the attached Agreement. Doing so will leave uncertainty on how to administer and share use of local recreation facilities.

- **Continue the Item:** Council may continue the discussion to a later date.

- **Do Nothing:** This will result in confusion and a lack of clarity

Significant Impacts: By approving the attached agreement between PCMC, PCSD and SBSRD there will be greater interagency cooperation in the delivery of recreation to the Park City community consistent with Council Goal #6 (Regional Collaboration & Partnerships).

Consequences of not taking the Recommended Action: If Council does not take the recommended action recreation will be provided in an inefficient manner, interagency relations could be damaged and recreation will no longer be provided in a seamless manner to residents of the area.

See Interlocal Agreement provided under separate cover.

Resolution No.

RESOLUTION ADOPTING A JOINT USE OF FACILITIES RECREATION INTERLOCAL AGREEMENT BETWEEN THE PARK CITY SCHOOL DISTRICT, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, AND PARK CITY MUNICIPAL CORPORATION

WHEREAS, the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation provide recreation programs and facilities to citizens in the Greater Park City Area; and

WHEREAS, the City Council deems it in the best interest of the community to designate rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services; and

WHEREAS, the Recreation Round Table, represented by the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation was established in 2005 to clarify the intent of previous informal agreements and to incorporate current practices of the three tax-supported entities providing public recreation into one comprehensive document; and

WHEREAS, regional collaboration and partnerships is a high priority identified by the Park City Council in its 2007 annual goals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that:

SECTION 1. INTERLOCAL AGREEMENT ADOPTED. The attached Interlocal Agreement is hereby adopted.

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

PASSED AND ADOPTED this 17th day of May, 2007.

See Interlocal Agreement provided under separate cover.