PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 12, 2004

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 12, 2004.

AGENDA
1:00 p.m. New council member orientation – meet at Public Works Building
2:00 p.m. Other members – City Council Challenge – meet at KPCW

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

Work Session – City Council Chambers
5:00 p.m. Council questions/comments
5:15 p.m. Legislative update
5:30 p.m. Youth service contract recommendations
5:40 p.m. Review of regular meeting
- Water agreement
- Other meeting questions/comments

5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JANUARY 22, 2004

V CONSENT AGENDA

1. Acceptance of disclosure statements

2. Approval of display public art to be located at the Racquet Club and Coalition Park – Moose on the Loose Project

VI NEW BUSINESS

Authorize the City Manager to negotiate a contract in the amount of $100,000 in a form approved by the City Attorney for design and art work for the Olympic Legacy Entryway Enhancement Project on Highway 224

VII ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 12, 2004

PUBLIC NOTICE IS HEREBY GIVEN that the Park City Water Service will hold its regularly scheduled meeting immediately following the adjournment of the City Council meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 12, 2004.

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 8, 2004

IV NEW BUSINESS

Agreement between Park City Water Service District, Summit County, Mountain Regional Water Special Service District, and implementing the Summit County Project

V ADJOURNMENT

Posted: 02/09/04
see: parkcity.org

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

February 2004

19 **Jan gone**
Legislative update
Public Safety – feasibility study
Neighborhood and business district request process - work
Grant of open space easement from Iron Mountain Associates to Park City Municipal Corporation (also WSD)
Interviews – Police Complaint Review Committee

26 **Jan gone**
No meeting

March 2004

4 **Jan gone**
Orientation – new Council members –Library, Recreation and Golf
Appointments - Police Complaint Review Committee
LMC amendments - work and public hearing
Award of contract for upper Park Avenue reconstruction project

11 MFL – PC Cycling Fest
Recommendations City-owned buildings – work
Award of contract for Olympic Legacy Project

18

25 **No meeting**

April 2004

1

8 **No meeting**

15

22

29

May 2004

6 Tentative budget - work

13 Budget public hearing

20 Budget public hearing

27 Budget public hearing

June 2004

3 Resolution adopting tentative budget

10 **No meeting**

17 Budget public hearing
Resolution adopting final budget (no tax increase)

24

July 2004

1
8
15
22
29

August 2004

5
12 Resolution adopting final budget (tax increase)
19
26

- Art parks - public hearing/action
- Arts Council Request – Miners Hospital (public service contract)

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 22, 2004

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

Tom Bakaly, City Manager; Kent Cashel, Transportation Director; Gary Hill, Analyst; Michelle Barrus, Special Events and Facilities Manager; and Mark Harrington, City Attorney

1. **Council questions and comments.** Council member Calvert reported that she received a number of comments recently about motorists running the stop sign at Monitor and Lucky John Drive. She attended a recreation complex task force meeting during the week and noted how much she is enjoying Sundance. Ms. Cone relayed that she has received mixed opinions from the Main Street merchants on the barricade system this year; she personally felt it worked fine and was worth trying. Jim Hier spoke about the visit to the Legislature yesterday and added that he believes the barricades are working well for Sundance Festival pedestrians. Council member Erickson thanked staff for the informative Spiro Treatment Plant report. Joe Kernan relayed that he received a complaint from a resident in Silver Meadows about other people parking in the neighborhood. The Mayor recalled that this person is concerned about high school students parking there. In response to a question from Jim Hier, Mr. Kernan explained that the neighborhood is close to high traffic generators like the schools and the Eccles Center, and there is no system to manage parking. Kent Cashel explained that the City is investigating the situation and acknowledged the impacts of special events. The traffic calming committee met with the neighborhood and there were differing opinions among residents. The Mayor brought up the fact that the street is public and available for parking and Mr. Cashel admitted that it is not illegal for students to park there. Mayor Williams commended the various City departments who have worked very hard to keep the Sundance Festival running smoothly.

The Mayor reported that the delegation from Moab will not be here tonight, but a visit will be rescheduled.

2. **Legislative update.** Gary Hill distributed a list of bills and discussed HB25 which requires cities to adopt policies protecting private information obtained over the internet. HB 36, 911 system, contemplates increases in fees to purchase and install infrastructure to locate emergencies called in on wireless telephones, which is supported by the Chief of Police. Mr. Hill encouraged the Council to advise changes in positions when warranted. SB 13, resort communities tax amendments, relates to clarifications in transient room capacity and standards to make sure communities qualify under amended standards. Park City is in support as it generates about $4 million annually in resort cities tax.

Mr. Hill continued to report that SB 19 deals with sales tax exemptions for renewal energy generating systems. This effort is to promote these types of facilities in the state and economic development in general. He emphasized that these organizations will not be exempted from clean air and water standards. Mayor Williams asked that the "no position" on this bill be changed to "support" from Park City. There was discussion about exemptions for wind generators, for instance, and Joe Kernan raised concern about exempting activities resulting in negative environmental impacts, like burning certain toxic wastes. Mr. Hill clarified that this bill relates to renewable energy sources and there is specific qualifying criteria, i.e., geo-thermal, wind power, hydroelectric, and/or waste to energy programs. Marianne Cone commented on solar power tax credits available in the '70s. Mayor Williams discussed hosting a wind farm conference at some point in Park City and encouraging our participation in promoting a national program. Jim Hier asked if the exemption from sales tax for manufacturing machinery and equipment to organizations creating jobs is still available and Mr. Hill answered that he wasn't sure. Council requested updates on this legislation.

Mr. Hill described HB78, exemptions to residential property, which really deals with exemptions for cabin owners, opposed by both Park City and the ULCT. SB9, property rights amendments, expands the power of the state ombudsman with respect to takings issues. SB121, local sales and use tax distribution task force, deals with the 1% resort cities option tax, to create a task force to analyze increasing the allocation based on population from 50% to 75%. He explained that we have indicated "no position" on this bill since Park City will be represented on the task force. The City Manager pointed out that he will be serving on the committee and explained the potential negative impacts on Park City if there is a shift to population rather than point of sale and touched on philosophical issues, including poor municipal planning or lack of inter-jurisdictional cooperation.

Gary Hill stated that the last unnamed bill deals with tourism funding. It proposes a 1/4% to 1/2% transient room tax, a new 1/4% restaurant tax, and a $3.5 million contribution from the state's general fund to create a funding source to be used for tourism. Mr. Hill believed the Park City Chamber/Bureau Board of Directors will be rendering a formal position on this bill next week but there is concern about this state-wide proposal being the best use for these funds and potential future conflicts. There was discussion about the importance of this bill and Tom Bakaly commented on the possibility of imposing a municipal transient room tax as an additional source of revenue. Jim Hier requested information on the difference in revenue generation between imposing a restaurant tax or transient lodging tax. He felt Park City should not take a position until this information is available as well as clarity of how these state-wide funds will be spent.

In response to a question from the Mayor, Mr. Hill explained that there is no bill yet about consolidating elections. Mark Harrington added that staff is also following SB23 regarding amendments to the employees discharge and appeals board and will keep

Council members informed. Mayor Williams thanked Mr. Hill for his diligent efforts at the Legislature.

3. **Mayor's update on Blue Sky Program.** The Mayor reported on new local participants in the program and an upcoming media blitz to recruit more participation. Marianne Cone suggested recognizing individuals in the paper. There was discussion about the Blue Sky program fund being separate and independent of Utah Power.

4. **Review of regular meeting – master festival licenses.** Michelle Barrus explained the first event including a snowmobile exhibition from 5 p.m. to 7 p.m. at PCMR on February 7. There are minimal City services required and no requested fee waiver. Kay Calvert asked the scope of marketing the event. Ms. Barrus believed the Chamber was promoting the event as part of its Winter Fest Week. There was discussion about the process of waiving fees for events.

The second event is proposed to be held in Park City on February 28 after the Ski Jump World Cup event at the Olympic Winter Park. The celebration proposes closing Heber Avenue from Park Avenue to Main Street where a stage will be installed for a band performance from 3 p.m. to 5 p.m. Adjacent businesses have been contacted and there is no fee waiver request; any associated costs would be billed to USSA. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 22, 2004

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, January 22, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Michelle Barrus, Special Events and Facilities Coordinator.

II COMMUNICATIONS FROM COUNCIL AND STAFF

None.

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

The Mayor invited the public to comment on any matter of City business. Phyllis Robinson pointed out that Park City was recognized as a "best practices of local government" candidate in an affordable housing publication.

IV WORK SESSION NOTES AND MINUTES OF MEETING JANUARY 8, 2004

Joe Kernan and Marianne Cone submitted minor wording corrections. Kay Calvert, "<u>I move approval of the work session notes and minutes of the meeting of January 8, 2004, as corrected</u>". Jim Hier seconded. <u>Motion unanimously carried</u>.

V CONSENT AGENDA PUBLIC HEARINGS

1. <u>Master Festival License for 40th Anniversary Celebration to be held on February 7, 2004 – Park City Mountain Resort</u> – Michelle Barrus explained that staff recommends the approval of the MFL as outlined in the staff report, however, there is no fee waiver requested as noted in the report. Joe Kernan disclosed that his companies have recycling contract relationships with both PCMR and USSA but he will discuss and vote on both matters. Hearing no further questions or comments from the Council or the audience, the public hearing was closed.

2. <u>Master Festival License – Ski Jump World Cup Apres' Ski Celebration to be held on February 28 – USSA</u> – Ms. Barrus stated that the second MFL is for a celebration on Heber Avenue and Main Street, as conditioned in the staff report. Staff recommends approval. Hearing no further questions or comments from the Council or the audience, the public hearing was closed.

VI CONSENT AGENDA

Jim Hier, "I move we approve the Consent Agenda Items 1 and 2". Marianne Cone seconded. Motion carried unanimously.

1. Master Festival License for 40th Anniversary Celebration to be held on February 7, 2004 – Park City Mountain Resort – See staff report, work session notes, and public hearing.

2. Master Festival License – Ski Jump World Cup Apres' Ski Celebration to be held on February 28 – USSA - See staff report, work session notes, and public hearing.

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 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager. Jim HIer, "I move to close the meeting to discuss personnel". Candace Erickson seconded. Motion carried unanimously. The meeting opened at approximately 4:45 p.m.

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

Prepared by Janet M. Scott, City Recorder

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 8, 2004

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Park City Water District to order at approximately 7:30 p.m. at the Marsac Municipal Building on Thursday, January 8, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director; and Mark Harrington, City Attorney.

II PUBLIC INPUT

The Chairman invited the public to comment on any matter of WSD business, not scheduled on the agenda. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF NOVEMBER 20, 2003

Directors Marianne Cone and Joe Kernan disclosed that they will be abstaining as they were not in attendance. Candace Erickson, "I so move". Jim Hier seconded. Motion carried.

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

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2004 meetings and appointing officers of the Board of Directors of the Park City Water Service District – Joe Kernan, "I move approval of the resolution establishing a regular meeting date, time and location for 2004 meetings and appointing officers of the Board of Directors of the Board of Directors of the Park City Water District – Marianne Cone seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the RDA was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, Secretary

City Council
Staff Report

Author:	**Gary Hill**
Subject:	**Youth Service Contracts**
Date:	**February 12, 2004**
Type of Item:	**Legislative**

PARK CITY 1884

Budget, Debt, & Grants

Summary Recommendations:
Authorize the City to enter into Special Service Contracts for Youth Services with Boys and Girls Clubs of Greater Salt Lake, Big Brothers and Big Sisters of Utah, Arts Kids, and The Utah Athletic Foundation (Utah Olympic Park).

Description:
Topic:
Youth Programming Special Service Contracts

Background:
In spring of 2003 City Council amended the City's Public Service Contract Policy. The amendments included the creation of several new categories for service contracts and integrated the arts and youth grants into the same process. $72,636 was made available for Youth Services over two years. On April 7, 2003, staff received proposals from interested organizations to provide services in each of the service contract categories. Upon review, however, the Service Contract Subcommittee determined that none of the proposals submitted for Youth Programming were responsive.

On October 23, Council directed staff to request new proposals for Youth service contracts. Council also amended the City's Public Service Contract Policy to include language specific to Youth Contracts. The language clarified that Youth Service Contract funds could used for one contract or divided among several contracts as long as the sum total was to benefit all Park City area youth.

Finally, Council directed staff to work with the Service Contract Subcommittee to select a citizen task force to review and recommend youth contract proposals.

Analysis:
In December staff advertised a request for youth service contract proposals. Staff and the Service Contract Subcommittee also formed a seven member citizen taskforce to review the applications. As per Council direction, the taskforce was comprised of three PTO representatives, two youth representatives, and two at large

members. The taskforce (which included Candy Erickson and Kay Calvert as Council liaisons) was made up of the following members:

- Patti Shirey (McPolin Elementary PTO),
- Suze Weir (Treasure Mountain PTO),
- Dale Hart (Park City High School PTO),
- Megan Williams (Park City High School Senior),
- Nicole Roth (Park City High School Sophomore),
- Lani Furr (At large member), and
- Dave Staley (At large member)

The group met two times in January and February and reviewed each of the applications. Based on the criteria set forth in the Public Service Contract Policy, the taskforce recommends dividing the funding between four applicants. The recommendations are detailed below:

Organization Name	Recommended 2 Year Amount
Boys and Girls Clubs of Greater Salt Lake	$ 36,000
Big Brothers Big Sisters of Utah, Inc.	$ 10,000
Arts Kids	$ 20,000
Utah Athletic Foundation	$ 6,000
Total	$ 72,000

The taskforce felt that these organizations best met the Public Service Contract criteria and would provide a benefit to Park City youth as a whole. As outlined by the Policy, each of the applicants will be required to demonstrate contract compliance through performance measures as well by showing how the funds will have been used for Park City youth. The contracts will run through June 2005.

Department Review:
Budget, Debt, & Grants; Executive; Recreation

Alternatives:

Approve the Request:

Council should authorize staff to enter into Special Service Contracts with the following organizations:

- **Boys and Girls Clubs of Greater Salt Lake** ($36,000),
- **Big Brothers Big Sisters of Utah** ($10,000),
- **Arts Kids** ($20,000), and
- **Utah Athletic Foundation/Utah Olympic Park** ($6,000).

Deny the Request:
Council could deny the request and direct staff to wait until next spring to review the public service contract policy as a part of the budget process.

Continue the Item:
Council could continue the item and direct staff to provide further information at a latter date.

Do Nothing:
Doing nothing would be the same result as denying the request.

Significant Impacts:
$36,318 is currently budgeted for Youth contracts this year, with an equal amount scheduled for FY 2005. One half of each contract amount will be available upon execution of the contract, with the remainder to be distributed next Fiscal Year upon demonstration of progress toward contract completion as outlined in the Public Service Contract policy.

Consequences of not taking the recommended action:
The Public Service Contract policy requires that "unspent fund balances at the end of a year…not be carried forward to future years." Any contract for youth services entered into after this fiscal year would only be for half the total amount available for two years. By entering into Youth contracts now, the City can best use available funds to enhance youth programs in the City.

Recommendation:
Authorize the City to enter into Special Service Contracts for Youth Services with Boys and Girls Clubs of Greater Salt Lake, Big Brothers and Big Sisters of Utah, Arts Kids, and The Utah Athletic Foundation (Utah Olympic Park).

Attachments: List of all organizations applying for Youth Service Contracts

Youth Service Contract Applicants
December 15, 2003

Organization	Requested Amount	
Park City Historical Society & Museum	$	10,000
Swaner Nature Preserve	$	12,500
Boys and Girls Clubs of Greater Salt Lake	$	72,000
Big Brothers Big Sisters of Utah, Inc.	$	20,000
Norwegian Outdoor Exploration Center	$	20,000
Arts Kids	$	22,500
Utah Athletic Foundation	$	20,000
Total Amount Requested	**$**	**177,000**

To: Honorable Mayor/Members of City Council
From: Jan Scott, City Recorder
Date: February 12, 2004

Acceptance of disclosure statements

State law requires elected officials to annually file a disclosure statement with the City Recorder and Park City complies by way of action on the agenda. The affidavits must be kept current, and Council is encouraged to promptly update information when change occurs. Staff recommends acceptance.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Kay Calvert, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 1505 Crescent Road, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

K Calvert Consulting

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own property at:
Block 52 Lot 1, Park City
1505 Crescent Road, Park City

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

STATE OF UTAH)
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COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Marianne Cone, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 86 Prospect Avenue, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Spouse is President of the Park City Board of Education

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own property at:
86 Prospect Avenue, Park City

Treasurer – Park City Professional Artists Association
Trustee – Kimbal Art Center

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Candace Erickson, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at: 2614 Little Kate Road, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Park City Mountain Resort
Cole Sport
IC Group

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own home at 2614 Little Kate Road.

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

STATE OF UTAH)
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COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Jim Hier, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 2599 Morning Sky Court, Park City, Utah 84060

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Real estate agent for Jess Reid Realty, Park City, Utah

4. That I have the following investments and personal interest, which could have the appearance of a conflict of interest:

Own property at:
2599 Morning Sky Court, Park City

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction, which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

STATE OF UTAH)
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COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Joe Kernan, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 1970 Stryker Avenue, Park City, Utah 84060

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Owner of Good Earth Recycling, a Park City company having contracts with numerous local businesses, individuals, organizations, and governmental entities including a contract with Park City Municipal Corporation for recycling pick-up services valued at approximately $200 per month

4. That I have the following investments and personal interest, which could have the appearance of a conflict of interest:

Own property at 1970 Stryker Avenue, Park City, Utah 84060

50% owner of County Curbside Inc., a recycling company which contracts with Summit County to pick up recycling in several Park City neighborhoods and all of South Summit County, valued at approximately $7,500 per month

Part-time employee of Deer Valley Ski resort, typically working 20 to 30 days per year for several thousand dollars in compensation and ski privileges

Minority interest of 2,500 shares in American Skiing Company, the owner of the Canyons Ski Resort.

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction, which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure.

STATE OF UTAH)
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COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Dana Williams, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of Mayor.

2. That I reside at:

2384 Doc Holiday Drive, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Associate broker with Coldwell Banker Residential Realty

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own property at 2384 Doc Holiday Drive, Park City, Utah

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

City Council
Staff Report

Special Events and Facilities Department

Author: Michelle Barrus and Alison Butz
Subject: Moose on the Loose
Date: February 12, 2004
Type of Item: Administrative
Display of Public Art - Moose

Summary Recommendations:
Review and approve the License for the placement of two pieces of art (Moose) on City property.

Description:
Topic:
The City has received a donation of one moose to display, as well as one moose to temporarily display until April.

Background:
Through the Moose on the Loose Program the City has received a donation of a moose for permanent placement on City property from a group of citizens headed by Denna Fleming. The donated moose will be located in Coalition Park at the corner of 9^{th} Street and Park Avenue. A second moose is on loan to the City to display through April. This moose will be temporarily located at the entrance of the Racquet Club at 1200 Little Kate Road. The Arts Council is currently forming a process for Council to select an Public Art Advisory Board. In the meantime, staff recommends both moose be displayed at least through the winter or such time as the Board makes a recommendation to Council. Brian Hess of the Arts Council was informed of staff's recommendation for the moose and had no objections.

Analysis:
The Land Management Code (LMC), Section 15-4-15, states requirements for the outdoor display of works of art. For display of art on public property, the Planning, Engineering and Building Departments review the locations for compliance with applicable building codes to make sure the display does not create a hazard to the public. Upon compliance with the set criteria, the Moose will be displayed.

Department Review:
The Moose on the Loose program has been reviewed all applicable City departments.

Recommendation:
Review and approve the placement of art on City property based upon the following:

1. Planning, Building and Engineering Departments shall approve the final site plan pursuant to Section 15-4-15(B) of the Land Management Code.

2. The City will accept liability for the loaned moose (Racquet Club) and insurance contrary to Section 15-4-15(B)(4) of the Land Management Code.

City Council Staff Report

Public Affairs & Communications

Author: Myles Rademan, Alison Butz and Colin Hilton

Subject: OLYMPIC LEGACY

Date: February 12, 2004

Type of Item: Administrative
Selection Committee Recommendation

Summary Recommendations: Authorize the City Manager to negotiate a contract in the amount of $100,000 in a form approved by the City Attorney for design and art work for the Olympic Legacy Entryway Enhancement Project on Highway 224. Please note that the recommended design and recommended design team will be announced at this week's meeting. Staff will return to Council to award the contract at a future date.

Description:

Topic:

Selection Committee Recommendation - Olympic Legacy Entryway Enhancement Project

Background:

City Council budgeted $128,000 for Olympic legacies. The Olympic Legacy Committee decided to construct an Olympic Legacy Entryway Enhancement Project. A Request for Proposals (RFP) describing the project parameters was prepared by staff in conjunction with the Park City Arts Council and the State of Utah Public Arts Program and distributed nationwide. A 16 member Selection Committee with representatives from the Council, Staff, Planning Commission, Arts Council, Chamber, State, and artists-at-large was established to judge the 33 entries responsive to the RFP and to make a final recommendation to the Council.

The Selection Committee met in November and narrowed the initial 33 entries down to 3 finalists. Each finalist was awarded a $500 stipend to construct a model (maquette) of their proposal and personal presentations were made to the Selection Committee on Friday, January 30. The three maquettes are available for viewing in the City Council Chambers.

Analysis:

<u>Selection Process</u>

A selection committee of sixteen (16), from which members included representation of Park City residents and from the Utah Arts Community, reviewed all thirty-three (33) proposals submitted and initially narrowed down the proposals to ten (10).

Each proposal was evaluated on its own merits, using the information submitted and applying the criteria as outlined in the RFP.
The review criteria were as follows.

1. The quality and comprehensiveness of the submission.
2. The aesthetic qualities of the artist, design professional, and/or team's body of work as represented in the slide/print/CD/video submissions.
3. The artist, design professional, and/or teams quality of work and technical skills in design, sculptural and landscape media as represented in the submissions.
4. The experience of the artist, design professional, and/or teams in successfully designing, fabricating, administering, and completing public art, sculptural projects and/or site finish.
5. The conceptual basis for the artist, design professional, and/or teams body of work as defined in the written statements.
6. The artist, design professional, and/or teams training and education.
7. History of meeting project budgets.
8. And most importantly, the originality of the design and whether it fulfills Park City's vision of a captivating, beautiful, memorable, highly visible and clearly and unmistakably recognizable Olympic Legacy Entryway statement.

The committee further reduced the proposals out of the ten (10) to the top three (3). Each of the three (3) were requested to develop a model of each proposal and present it to the committee for final review.

The evaluation concluded that the recommended design, which will be unveiled at the February 12 Council meeting as part of a press conference, ranked highest among the remaining three (3) proposals. The recommended design is felt to have lasting artistic merit and a theme reflecting Park City's sports and Olympic heritage in accordance with the RFP. In addition, the sculpture will help frame and delineate Park City's entryway on Highway 224.

The selected design is fluid and needs further definition and input. The Selection Committee has posed a number of questions and suggestions that staff will explore with the designers, but the Selection Committee clearly feels that theirs is the most appropriate design concept and recommends that the City Council authorize the City Manager to negotiate a contract. Staff will return to Council in March 2004 to award the contract once the scope of work is mutually acceptable to both parties.

Department Review:

Public Affairs, Capital Projects, Planning & City Manager

Alternatives:

- Authorize the City Manager to negotiate a contract in the amount of $100,000 on a form approved by the City Attorney for selected design and art work for the Olympic Legacy Entryway Enhancement Project on Highway 224.

- Modify the recommendation to negotiate the $100,000 contract to the selected project, and select another of the entries.

- Deny the recommendation to negotiate the $100,000 contract to the selected project and do not construct the Olympic Legacy Entryway Enhancement Project.

- The City Council may continue the hearing for more information and discussion.

Significant Impacts:
Staff and Council will have to consider site preparations on Highway 224, and work with UDOT and the USOC on certain design parameters. The $100,000 budget will be sufficient to build the sculpture and accomplish minor site modifications. An additional $14,000 is available for site work related to the project. Additional funding could be needed over time to implement the entire vision of a comprehensive gateway/entryway treatment that would utilize sites other than those included in the RFP. Other funding and fundraising efforts should possibly be considered at a future date.

At this time the Olympic Legacy line item in the budget has a total of $128,000. The Olympic Legacy Entryway Enhancement Project on Highway 224 will cost $100,000. Two additional mini-towers are proposed for Main Street at a total cost of $14,000 leaving $14,000 for site work related to the Olympic Legacy Entryway Enhancement Project or other projects.

Consequences of not taking the recommended action:
Funds for this project have been budgeted. If the Council chooses not to act then idea of an Olympic Legacy Entryway Enhancement will not be accomplished. The current time frame contemplates awarding the contract on February 12, and having the sculpture constructed and installed by the Fall of 2004, and formally dedicated in honor of the 3rd anniversary of hosting the 2002 Olympic Winter Games in February 2005.

Recommendation:
Authorize the City Manager to negotiate a contract in the amount of $100,000 on a form approved by the City Attorney for selected design for the Olympic Legacy Entryway Enhancement Project on Highway 224. Staff will return to Council to award the contract at a future date.

Note: The selected design will be distributed at Thursday's meeting.

City Council
Staff Report

Public Works

Author: **Jerry Gibbs, Director of Public Worl**
Tom Daley, Deputy City Attorney
Subject: **Summit County Water Project**
Date: **February 12, 2004**
Type of Item: **Agreement**

Summary Recommendations:
Authorize the Chairman of the Park City Water Service District to sign an agreement with Summit County and Mountain Regional Water Special Service District to agree to cooperate on a Summit County Water Project.

Description:
Topic:
Water Agreement

Background:
Weber Basin, Park City and the County have been discussing a water project since an MOU was signed November 27, 1996. The MOU reserved water until November 27, 2003. Weber Basin identified 5000 acre feet of water from Smith - Morehouse and other Weber Basin surface sources in addition to 1600 acre feet of underground water to be used under exchange contracts.

Reservation fees have been charged by Weber Basin for each acre-foot of reserved water. If Weber Basin ultimately constructs the water importation project, reservation fees will be used by Weber Basin for design, engineering, construction and other uses related to the development of underground and surface sources.

A committee of staff members from Park City and Summit County formed in 1999 to finalize the details of an inter-local agreement. Numerous meetings were held with the county and Weber Basin. By the end of 1999 the county and the City had decided to move forward with Weber Basin in a 5000 ac-ft designed to import water from Weber Basin sources.

In 2000, the committee was increased to include two representatives from the City Council (Council members Erickson and former council member Jones) and one representative from the county commission (Commissioner Schifferli). The county hired a water manager to help identify their needs and changed Atkinson name to Basin Regional Water Service District and later to Mountain Regional Water Special Service District. A long term look at Basin demand showed a need of 10,000 ac-ft. In February 2000 the county's water utility developed a Long Range Strategic Water Plan calling for the development of the Upper Weber River Project.

The Upper Weber River Project used a groundwater approach to meet the initial demands for the county. The surface diversion was planned in Phase IV of the Upper Weber River Project; it would be constructed only if the wells did not produce a sufficient amount of water. It became apparent in early 2002 a groundwater approach would not be viable.

During the spring of 2002 Mountain Regional decided to pursue the Lost Creek Canyon Pipeline to convey surface water and culinary water to the Promontory area. The Project has been funded and is underway. In late 2002 the Mt Regional agreed to let the City move forward with Weber Basin on its own. The county wanted only the opportunity to rejoin the project prior to construction if Weber Basin had water available. An agreement was drafted and the county signed the agreement, however, the City chose not to execute the agreement.

On November 20, 2003 the City Council authorized the Mayor to sign an agreement with Weber Basin Water Conservancy District, Park City Water Service District, Summit County and Mt Regional to extend the 1996 MOU an additional six months. Weber Basin approved the agreement on November 21 and the County adopted the agreement on November 26. A final agreement between Park City Water, Summit County, Mountain Regional, Weber Basin and possibly BOR must be adopted before the reservation of Weber Basin water expires on April 30 2004.

Analysis:
The proposed agreement provides that, Park City Water Service District, Mt. Regional Water Service District and Summit County will work cooperatively on a water importation project called the " Summit County Project" with Weber Basin, and possibly the Bureau of Reclamation (BOR). The agreement, contingent on the BOR feasibility study, requires the parties to:

- Work jointly on federal funding opportunities and not pursue funding that would detrimentally affect funding for the Summit Count Project.
- Share water generated by the Lost Creek Project surplus to Promontory's needs.
- Expand existing facilities as necessary to deliver water from the Summit County Project.
- Enter into reciprocal wheeling agreements based on actual capacity cost and depreciation.
- Pursue a BOR/Weber Basin Project if the BOR's feasibility study identifies a recommended project.
- Provide surplus water rights to one another.

Department Review:

The City Manager, Deputy City Attorney, Public Works Director and Council Member Erickson have been involved in discussion with the County over the last four years.

Alternatives:

Approve the Request:
Authorize the Chairman of the Park City Water Service District to sign an agreement with Summit County and Mountain Regional Water Special Service District to agree to cooperate on a Summit County Water Project. (Staff recommended)

Deny the Request:
This alternative would require us to work independently of the County and Mt. Regional to pursue with Weber Basin or other entities the importation of water to Park City.

Continue the Item:
The agreement could be continued for a short period of time. The value in the agreement is to formalize each agency's effort and to cooperatively pursue funding and a project.

Do Nothing:
This alternative would limit Park City's option to solve its long-term water needs.

Significant Impacts:
The agreement requires Park City Municipal/Park City Water and Mt. Regional/Summit County to pursue a solution(s) to each of our long-term water needs jointly.
The ability to wheel water allows each agency to move water without duplicating resources.

Consequences of not taking the recommended action:
An independent approach to federal funding could limit the amount each party is able to secure through our respective Congressional representatives.
Each agency may be required to duplicate water infrastructure at a higher unit cost and pay a higher cost per ac-ft to develop two smaller projects.

Recommendation:
Authorize the Chairman to sign a cooperative agreement with Summit County and Mt Regional.

Agreement Between
Park City Water Service District, Summit County, Mountain Regional Water Special Service District, and Implementing the Summit County Project

This Agreement is entered into this 12th day of February, 2004, by and between Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated '17A-2-1301 *et seq*., 1953, as amended **(Park City Water**), Summit County, a county and political subdivision of the State of Utah pursuant to Utah Code Annotated '17-50-1 *et seq*., 1953, as amended (**Summit County)**, and Mountain Regional Water Special Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated '17A-2-1301 *et seq*., 1953, as amended (**Mountain Regional**), Park City Water, Summit County, Mountain Regional and Weber Basin are hereinafter sometimes referred to as a **Party** and collectively as the **Parties.**

WHEREAS, Summit County, Mountain Regional (as successor in interest to the Atkinson Special Service District and Basin Regional Water Special Service District) and Weber Basin Water Conservancy District (**Weber** Basin) entered into a certain Memorandum of Understanding and Agreement, dated November 27, 1996 (the **MOU**), which sets forth a framework for the development of a water project to deliver water, made available from Bureau of Reclamation (**BOR**) and Weber Basin sources, for distribution within the service areas of Mountain Regional and Park City Water; and

WHEREAS, the Parties desire to move forward with the development of the **Summit County Project** and have entered into an agreement extending the 1996 MOU through April 30, 2004; and

WHEREAS, the Summit County Project will be either a project constructed by the BOR following a study to evaluate the feasibility of importing water into the Snyderville Basin (**Feasibility Study**) or one or more other projects constructed by Weber Basin with Park City Water and/or Mountain Regional; and

WHEREAS, since entering into the MOU, Summit County and Mountain Regional have developed the Lost Creek Canyon shallow wells and pipeline which comprise Phase I of the project described in the MOU; and

WHEREAS, the State Engineer has approved the diversion of 1,600 acre feet of water from the Lost Creek Canyon Project under Weber Basin exchange contracts; and

WHEREAS, the Parties agree that the intent and purpose of the MOU will be fulfilled by Park City Water and Mountain Regional constructing the Summit County Project to deliver water to Mountain Regional and Park City Water as provided below.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I. LOST CREEK CANYON PROJECT

A. Design, Construction, Ownership and Operation of the Lost Creek Canyon Project. The Lost Creek Canyon Project, which consists generally of a shallow well collection system above the Rockport Reservoir, a pump station, a twenty-four inch pipeline, a treatment plant with a capacity of three million gallons per day, and all facilities necessary to transport and deliver water from the shallow wells into the raw water reservoir and treatment plant located in the Promontory Development, shall be acquired, designed, constructed, owned, operated, maintained, repaired and replaced by Mountain Regional at its sole cost and expense.

B. Lost Creek Canyon Project Costs and Financing. All costs and expenses incurred by Mountain Regional in the development and construction of the Lost Creek Canyon Project, including, but not limited to, legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, including labor and materials, and debt service costs (including interest), and costs of issuance shall become a part of the Lost Canyon Creek Project and shall be financed by Mountain Regional.

C. License for Park City Water's Use of the Lost Creek Canyon Project. Mountain Regional hereby licenses to Park City Water the right to receive water developed by the Lost Creek Canyon Project as follows:

1. Park City Water shall have the right to receive thirty-eight percent (38%) of the first 1,600 acre feet of water developed by the Lost Creek Canyon Project that is surplus to Promontory's demand.

2. Park City Water shall have the right to receive up to fifty-percent (50%) of water developed in excess of 1,600 acre feet up to a maximum annual delivery to Park City Water of 2,500 acre feet.

3. The license shall be effective on the date of execution of this Agreement and shall expire at such time as the Summit County Project is capable of delivering annually to Park City Water 2,500 acre feet of water.

   Park City Water's cost for water developed by the Lost Creek Canyon Project shall be based on Mountain Regional's direct costs incurred in delivering water to Park City Water. Direct costs shall include water lease fees and costs for treatment, testing, concurrency, pumping, utilities, operations and maintenance and any other incremental costs incurred by Mountain Regional to provide water to Park City Water. Park City Water shall pay its proportionate share of Mountain Regional's direct costs for delivering water through the Lost Creek Canyon Project. Park City's proportionate share of direct costs shall be determined by multiplying Mountain Regional's total direct costs for the calendar year times a ratio, the numerator of which is the amount of water delivered to Park City Water through the Lost Creek Canyon Project and the denominator of which is the total amount of water Mountain Regional delivers through the Lost Creek Canyon Project in a given calendar year

In each calendar year, Park City shall pay to Mt Regional thirty-eight percent (38%) of the capital and depreciation costs of the Lost Creek Canyon Project over and above the capital and depreciation costs paid by Promontory. The Parties agree that contributions to capital and depreciation costs may not be carried over into a subsequent calendar year, and that there shall be no retroeffective application of payments made by either Party.

D. Expansion of Capacity in the Lost Creek Canyon Project. The Parties agree that any necessary expansion of the Lost Creek Canyon Project will be financed by the respective Parties in proportion to the additional amount of water being delivered to each Party through the Lost Creek Canyon Project. as a result of the expansion.

SECTION II. SUMMIT COUNTY PROJECT

A. Project Description. The Parties anticipate that the Summit County Project will consist generally of a pipeline and pump designed to deliver water from a source outside of the Snyderville Basin to the service areas of Mountain Regional and Park City Water.

1. **BOR Project. In the event the BOR concludes its Feasibility Study and is willing to construct the Summit County Project, the Parties anticipate that the BOR will design and construct the project after which it will be owned and operated by Weber Basin, Park City Water, and/or Mountain Regional. Park City Water and Mountain Regional will pay the cost of the Summit County Project through water sales agreements and petitions with Weber Basin.**

2. Independent Project. In the event the Summit County Project is not designed and constructed by the BOR, the Parties anticipate that the Summit County Project may be owned and operated by Weber Basin, Park City Water, and/or Mountain Regional. Park City Water and Mountain Regional will cooperate with Weber Basin in the construction of the Summit County Project. All costs and expenses incurred by Park City Water and Mountain Regional in the development and construction of the Summit County Project, including, but not limited to, legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, including labor and materials, reimbursement of Weber Basin's costs, and debt service costs (including interest) shall become a

part of the Summit County Project.

B. Allocation of Summit County Project Water. Subject to the terms, conditions and limitations of the water sale contracts and petitions entered into with Weber Basin, the Parties agree that Park City and Mountain Regional will enter into contracts with Weber Basin to purchase on a take-or-pay basis 2,500 acre feet each of water developed by the Summit County Project.

SECTION III. PARK CITY WATER AND MOUNTAIN REGIONAL

A. Park City Water. All facilities other than the Lost Creek Canyon Project necessary to be constructed or otherwise provided by Park City Water to receive, transport and deliver water from the Summit County Project into Park City Water's culinary and irrigation water system, shall be acquired, designed, constructed, owned, operated, maintained, repaired and replaced by Park City Water at its sole cost and expense.

B. Mountain Regional. All facilities necessary to be constructed or otherwise provided by Mountain Regional to receive, transport and deliver water from the Summit County Project into Mountain Regional's culinary and irrigation water system, shall be acquired, designed, constructed, owned, operated, maintained, repaired and replaced by Mountain Regional at its sole cost and expense. Mountain Regional agrees to assist Park City Water in obtaining easements through Promontory required for the transportation of water from the Summit County Project to the service area of Park City Water.

C. Reciprocal Wheeling Agreement. Each Party agrees to allow the wheeling of water through their respective water distribution systems to the extent there is available capacity. The Parties agree to charge a wheeling fee which represents the actual cost of providing such capacity and transporting such water.

D. Areas of Cooperation. Park City Water and Mountain Regional agree to work together to maximize their effectiveness in approaching Congress and federal agencies. The Parties further agree that neither Park City Water nor Mountain Regional shall pursue alternative importation projects or funding that could jeopardize the construction or funding of the Summit County Project. The Parties further agree to coordinate their efforts with Weber Basin and to work with Weber Basin and the BOR to amend the federal enabling legislation as required for the Summit County Project.

E. Additional Water Rights. Park City Water will make available to Mountain Regional those Park City water rights that may assist Mountain Regional in expanding the use of the Lost Creek Canyon Project and/or other Mountain Regional sources.

SECTION IV. DEVELOPMENT OF OTHER SOURCE CAPACITY

The Parties acknowledge and agree that the Summit County Project will be constructed to fulfill the intent of the 1996 MOU. Accordingly, the Parties agree that the Summit County Project shall comprise Phase II of the project contemplated in the 1996 MOU.

SECTION V. INTEGRATION, TERMINATION OF MOU

This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and specifically supersedes the MOU and any and all other prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof. By this Agreement, the MOU is terminated and of no further force or effect.

SECTION VI. MISCELLANEOUS PROVISIONS

A. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

B. Assignment Limited. No assignment or other transfer of this Agreement or any part thereof or interest therein shall be valid unless and until approved by Weber Basin's Board of Trustees.

C. Attorney's Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

D. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

E. Captions. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

F. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

G. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

H. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

I. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

J. No Third Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

K. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

L. Termination of Agreement. This Agreement may not be terminated without the written consent of all Parties.

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