PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 28, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 28, 2005.

Closed Session – Lunch will be served - Executive Conference Room
1:00 p.m. Property and litigation

Work Session – City Council Chambers
2:30 p.m. Council questions/comments
2:45 p.m. Water rates
3:45 p.m. Departmental updates - goals and performance measures
5:15 p.m. Park City Cycling Festival MFL - June 2005
5:30 p.m. Review of regular meeting
5:45 p.m. Break

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

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah **(motion to continue to May 5, 2005)**

2. Continuation of hearing on Ordinance approving a plat amendment and conveyance of right-of-way located at 713 Norfolk Avenue, Park City, Utah

3. Continuation of hearing on acceptance of certain public improvements at Empire Pass Subdivision

V CONSENT AGENDA

1. Ordinance approving a plat amendment and conveyance of right-of-way located at 713 Norfolk Avenue, Park City, Utah

2. Ordinance accepting certain public improvements at Empire Pass Subdivision

3. Approval of memorandum of understanding with Boys and Girls Club

4. Award of Franchise Agreement to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year

5. Assignment of concessionaire agreement to The Sleigh for services at the Park City Municipal Golf Course in a form approved by the City Attorney

6. Consideration for adoption of a Resolution of the City Council of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the city and the Redevelopment Agency of Park City providing that the Agency reimburse the City for certain costs of the improvements and related matters

7. Consideration for adoption of a Resolution of the City Council of Park City, Utah finalizing the terms and conditions of the issuance and sale by the Issuer of its Sales Tax Revenue Bonds, Series 2005A and Sales Tax Revenue and Refunding Bonds, Series 2005B in the aggregate principal amount of $20,000,000; awarding and confirming the sale of said Series 2005 Bonds; authorizing the execution by the Issuer of a Third Supplemental Indenture of Trust, a Bond Purchase Agreement, an Escrow Agreement, and other documents required in connection therewith; authorizing and approving an official statement; ratifying and approving the use of a preliminary official statement; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution; providing a severability clause; repealing resolutions and orders in conflict; providing an effective date; and related matters

VI ADJOURNMENT

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

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 13, 2005

IV CONSENT AGENDA

Consideration for adoption of a Resolution of the Governing Body of the Redevelopment Agency of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the Agency and Park City, Utah providing that the Agency reimburse the City for certain costs of the improvements and related matters

V 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.

Posted: 04/25/05
See www.parkcity.org

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

May 2005

5 Budget –work
Continuation of hearing on Ordinance – Village at Empire Pass West Side, Pod A, final subdivision plat
Ordinance - 1127 Woodside plat amendment – Jonathan
Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat – Kirsten
Resolution – Arbor Day
Park City Cycling Festival MFL - consent
Approval of Auditor Contract – Lori
Contract, Hogan Construction – Quinn's Recreation Complex - Guaranteed Maximum Price Approval - Colin

7 Clean-up Day – Meet at City Park 9 a.m. – Noon barbecue

12 Kay gone
Budget – work
Municipal Code Amendments, Title 12, Sign Code – Kirsten/Ray
Municipal Code Amendments, LMC Title 15, Section 7- relating to outdoor art and outdoor display of merchandise placement and amending front yard setback exception in all zoning districts except HCB and POS – KW/PP
Resolution adopting a strategic plan for City owned properties
Approval of Union Square Development Agreement – new business
Arts Festival MFL and City Services Agreement - consent
Wasatch Back Relay MFL, June 18, 2005 – consent
Peace House Fundraiser MFL, June 28, 2005 - consent

19 Marianne gone
Budget – work and regular

26 Taxi licensing – work - Lloyd
Ordinance – 909 Park Avenue Plat Amendment
Ordinance 1414 Empire Avenue plat amendment

30 Memorial Day

June 2005

2 Adoption of tentative budget

9 Adoption of final budget

14-17 Innovations in Local Government - Sarasota

16 **No meeting**

23 **No meeting**

30

July 2005

7

14

21

25	*Pioneer Day*
28	**No meeting**

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

Pending Items:
Taxi regulations - May
General Plan Update – May/June
Regional bus service SLC - work
Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
CDBG preliminary hearing – July
Garbage cans

City Council
Staff Report

Author: Kent Cashel, Deputy PW Dire
Subject: FY 2006 WATER RATES
Date: April, 28, 2005
Type of Item: Informational-Direction

Public Works

Summary Recommendations:
Review and comment on recommended FY 2006 water rate increases. Staff will incorporate Council direction into information provided to the public, take public comment on recommended rates and return to Council with final rate recommendation on May 12th, 2005.

Description:
Topic:
2006 Water Rates

Background:

As part of the 2004 budget process City Council reviewed and adopted rates for FY 2005. These rates were part of a financial plan developed to maintain the financial health of the Water fund. This plan anticipated future rate increases as follows:

FY 2005	20%	(Current)
FY 2006	20%	(July 1, 2005)
FY 2007	3%	(July 1, 2006)
FY 2008	3%	(July 1, 2007)
FY 2009	3%	(July 1, 2008)

These anticipated rate increases were set to ensure the Water fund met its operating and capital needs and maintained required bond coverage and cash reserve ratios.

As of early April the Water Fund is well on track to achieving all revenue projections set forth in the 2005 budget. Staff has conducted an update of the financial plan that indicates the anticipated 2006 rate increase of 20% is still necessary and justified.

During late 2004 and into early 2005 Staff worked closely with Hansen, Allen and Luce Engineering to complete a water supply and demand study to provide the basis for a twenty year master plan for water system development. This study evaluated current and future water demand over a twenty year planning time frame.

The study then evaluated the system's ability to serve current and future demand. This evaluation resulted in a list of required capital improvements for the City's water sources, treatment, and storage and distribution system.

Changes necessary to the financial plan developed in 2004 are primarily due to mandated water quality capital improvements (Spiro Tunnel, Judge Tunnel and Park Meadows well treatment facilities) and the associated increases in operating and maintenance expenses that these treatment facilities require.

Capital Expenses

	FY 2004-5	FY 2005-6	FY 2006-7	FY 2007-8	FY 2008-9	Totals
2004 Plan	$5,251,965	$4,338,410	$1,219,766	$2,849,260	$3,124,992	$16,784,393.
2005 Plan	$4,449,990	$6,852,764	$3,762,149	$2,341,504	$3,044,618	$20,451,025
Change	($801,975)	$2,514,354	$2,542,383	($507,756)	($80,374)	$3,666,632

Changes in capital needs have been driven by increased cost estimates for the Judge Treatment plant, Spiro Treatment plant (antimony), Park Meadows well treatment plant and the unanticipated costs of correcting distribution and storage system deficiencies identified during the supply and demand study.

O& M Expenses

	FY 2004-5	FY 2005-6	FY 2006-7	FY 2007-8	FY 2008-9	Totals
2004 Plan	$2,489,573	$2,823,176	$2,911,857	$2,972,105	$3,033,970	$14,230,681
2005 Plan	$2,499,555	$2,675,829	$3,317,891	$3,385,001	$3,416,575	$15,294,851
Change	$9,982	($147,347)	$406,034	$412,896	$382,605	$1,064,170

Changes in operating expenses have been driven primarily by the need for additional staff, materials, supplies and services required by new treatment facilities at Judge, Spiro and Park Meadows.

The changes in expenses were input into an updated financial model found on the next page. It is important to note that the model on the next sheet does not include any additional revenues from rate increases or debt proceeds. The model was left this way to highlight the cash shortfall that would exist if rates were left at current levels.

The financial model indicates that with no rate increase expenses will exceed revenues and consume available cash before the end of FY 2006. Staff, has scaled back or altered the schedule for capital projects that are discretionary in nature and continues to develop cost saving and efficiency improvements in its day to day operations. The remaining expense increases are driven primarily by water quality projects that are mandated by state and federal drinking water standards and Staff believes a rate increase is inevitable.

CASH FLOW PROJECTION - FUND TOTAL

PCMC Water Fund Net Revenue Analysis (with no rate increase or no additional bond proceeds)

	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
	(actual)			(projected)		
Beginning Cash Balance	$8,994,340	$7,093,258	$4,037,518	($390,177)	($3,553,364)	($5,326,562)
Operating Revenue						
Water Service Fees	$3,420,131	$3,770,148	$3,840,438	$3,910,729	$3,981,020	$4,051,310
Impact Fees	$976,754	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Other	$46,283	$46,371	$46,460	$46,548	$46,637	$46,725
Sub-Total, Operating Revenue	$4,443,168	$4,816,519	$4,886,898	$4,957,277	$5,027,656	$5,098,035
Other Revenue						
Bond/Loan Proceeds	$0	$0	$0	$0	$0	$0
Grants & Donations	$198,594	$433,700	$1,567,800	$400,000	$400,000	$400,000
Interest Income	$88,158	$79,799	$45,422	($4,389)	($39,975)	($59,924)
Sub-Total, Other Revenue	$286,752	$513,499	$1,613,222	$395,611	$360,025	$340,076
TOTAL REVENUE	$4,729,921	$5,330,018	$6,500,120	$5,352,888	$5,387,681	$5,438,112
Expenditures						
Operating Expenditures	$1,950,373	$1,999,555	$2,138,449	$2,817,891	$2,885,001	$2,953,955
Interfund Transfer	$654,629	$654,629	$654,629	$654,629	$654,629	$654,629
CIP Projects	$2,815,567	$4,449,990	$6,852,764	$3,762,149	$2,341,504	$3,044,618
Debt Service - Existing	$1,210,433	$1,281,584	$1,281,973	$1,281,406	$1,279,745	$1,279,109
Debt Service - Proposed	$0	$0	$0	$0	$0	$0
Total	$6,631,003	$8,385,758	$10,927,815	$8,516,075	$7,160,879	$7,932,311
Increase (decrease) in Cash Balance	($1,901,082)	($3,055,740)	($4,427,695)	($3,163,187)	($1,773,198)	($2,494,199)
Ending Cash Balance	$6,290,251	$3,234,511	($1,193,184)	($4,356,371)	($6,129,569)	($8,623,768)
Restricted Funds (excluded from ending cash balance)	$803,007	$803,007	$803,007	$803,007	$803,007	$803,007
Cash Reserve Ratio (Ending Balance % of Operating Expend and Interfund Transfer)	241%	122%	-43%	-125%	-173%	-239%
Debt Coverage Ratio - Total (Water Service Fees, Other Income, & Interest Income Less Operating Expenses divided by Debt Service)	1.33	1.48	1.40	0.89	0.86	0.85

Financial Ratios

The table above contains two key financial ratios that are utilized by management and lenders to measure the financial health of an enterprise fund.

Cash Reserve Ratio: The cash reserve ratio provides an indication of the amount of cash (ending balance) that a fund has available to cover operating expenses. A ratio of 1 would indicate sufficient cash to cover 1 years operating expenses. In general, the City and financial institutions target a ratio of 1.25 to 1.4.

Debt Coverage Ratio: This ratio provides an indication of the amount of operating revenues (water rates and interest) available after subtracting operating expenses (personnel, materials, supplies and services and interfund transfers) to make that year's debt payment.

A 1 ratio would indicate the fund will generate just enough cash in that year (after operating expenses) to make its debt payment. The City and debt rating institutions require a ratio of 1.20 to 1.30.

In late January of this year Staff began meeting with the Citizens Technical Advisory Committee (CTAC). This group was comprised of the following members.

- Barbara Zimonja
- Bill Mullen
- Dick Fontaine
- Joe Kernan
- Jim Heir

CTAC assisted staff with the following tasks:

- Development of rate study objectives.
- Review and comment on Staff's recommended rate structure.
- Recommendations for future rate structure improvements.

Rate setting is by its very nature a data driven and highly technical exercise. It is Staff's opinion that the City and its water users owe this group a debt of gratitude for CTAC's willingness and ability to tackle this complex task.

It is important to note that many of the recommendations contained in this report sprung from this committees insight and urging. It is also important to note that CTAC reviewed and supports the Staff recommendations included in this report.

Analysis:

Recommended Structure
Staff is recommending a 20% across the board rate increase for FY2006 as required to generate sufficient revenues to fund water capital and O&M expenses and maintain financial ratios. These increases would apply to all meter and consumption

rates. The recommended rate structure is forecasted to generate an additional $838,378 in water service revenues.

The need for increased revenues is primarily driven by mandated water quality projects (e.g., Spiro arsenic and antimony water treatment, Judge Tunnel water treatment and Park Meadows well treatment). These projects will benefit all water users equally and are not being driven disproportionately by one customer class or another. Staff believes that it is fair, reasonable and defensible to allocate these increased costs across all customer classes in an equal proportion.

The cash flow projection found on the next page includes the 20% across the board increase and anticipates rate increases for FY 2007-2009 as follows:

FY 2007	4%
FY 2008	4%
FY 2009	4%

The increases for FY 2007-2009 are slightly higher than the 2004 study described on page 1 of this report due to increased operating costs for mandated water quality projects.

The projection also assumes issuance of an additional $10.5 million dollars in debt over the next four years.

Historically the City has adopted water rates each year as part of the City's budget process. These assumptions are for planning purposes only and Staff plans to return next year with an updated rate needs analysis.

The financial projection indicates that the City can return to smaller and more stable rate increases in the years following FY 2006. While this is good news, it is important to note that the results indicated in the model could be affected by the need to meet increasingly stringent water quality standards, substantial changes in water use patterns or other unanticipated events.

CASH FLOW PROJECTION - FUND TOTAL
PCMC Water Fund Net Revenue Analysis - With Rate increase and Bond Proceeds

CASH FLOW PROJECTION - FUND TOTAL	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
PCMC Water Fund Net Revenue Analysis	(actual)	(projected)				
	FY 2004 (actual)	FY 2005 (projected)	FY 2006	FY 2007	FY 2008	FY 2009
Beginning Cash Balance	$8,994,340	$7,093,258	$4,037,518	$3,835,911	$4,867,279	$5,789,140
Operating Revenue						
Water Service Fees	$3,420,131	$3,770,148	$4,608,526	$4,880,590	$5,167,045	$5,468,608
Impact Fees	$976,754	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Other	$46,283	$46,371	$46,460	$46,548	$46,637	$46,725
Sub-Total, Operating Revenue	$4,443,168	$4,816,519	$5,654,986	$5,927,138	$6,213,682	$6,515,333
Other Revenue						
Bond/Loan Proceeds	$0	$0	$3,500,000	$3,500,000	$2,000,000	$1,500,000
Grants & Donations	$198,594	$433,700	$1,567,800	$400,000	$400,000	$400,000
Interest Income	$88,158	$79,799	$45,422	$43,154	$54,757	$65,128
Sub-Total, Other Revenue	$286,752	$513,499	$5,113,222	$3,943,154	$2,454,757	$1,965,128
TOTAL REVENUE	$4,729,921	$5,330,018	$10,768,208	$9,870,292	$8,668,439	$8,480,461
Expenditures						
Operating Expenditures	$1,950,373	$1,999,555	$2,138,449	$2,817,891	$2,885,001	$2,953,955
Interfund Transfer	$654,629	$654,629	$654,629	$654,629	$654,629	$654,629
CIP Projects	$2,815,567	$4,449,990	$6,852,764	$3,762,149	$2,341,504	$3,044,618
Debt Service - Existing	$1,210,433	$1,281,584	$1,281,973	$1,281,406	$1,279,745	$1,279,109
Debt Service - Proposed	$0	$0	$42,000	$322,849	$585,698	$740,183
Total	$6,631,003	$8,385,758	$10,969,815	$8,838,924	$7,746,577	$8,672,494
Increase (decrease) in Cash Balance	($1,901,082)	($3,055,740)	($201,607)	$1,031,368	$921,862	($192,034)
Ending Cash Balance	$6,290,251	$3,234,511	$3,032,904	$4,064,272	$4,986,133	$4,794,100
Restricted Funds (excluded from ending cash balance)	$803,007	$803,007	$803,007	$803,007	$803,007	$803,007
Cash Reserve Ratio (Ending Balance % of Operating Expend and Interfund Transfer)	241%	122%	109%	117%	141%	133%
Debt Coverage Ratio - Total (Water Service Fees, Other Income, & Interest Income Less Operating Expenses divided by Debt Service)	1.33	1.48	1.94	1.34	1.28	1.30

2006 Rate Structure

The table on the following page contains the FY 2006 recommended water rate structure.

Changes from 2005 rates are:

- 20% rate increase for all base, consumption and meter set charges
- Implementation of a two-tiered rate structure for commercial customers

To calculate rates the following formula is used Base Rate + Consumption. New meter sets are charges for setting a meter for new service.

2006 Base Charges and Consumption Rates

Type & Meter Size	Base Rate	Consumption Block 1 $1.94 Per 1,000 gals	Block 2 $3.11 Per 1,000 gals	Block 3 $5.05 Per 1,000 gals	Block 4 $7.78 Per 1,000 gals
Single Family					
¾"	$15.55	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000
1"	$21.00	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000
1.5"	$24.89	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000
Multi-Family					
3/4"	$20.22	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1"	$34.21	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5"	$73.09	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2"	$152.4	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3"	$396.58	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4"	$720.06	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6"	$1357.69	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000
Irrigation					
3/4"	$20.22		0-56,000	Over 56,000	
1"	$34.21		0-90,000	Over 90,000	
1.5"	$73.09		0-185,000	Over 185,000	
2"	$152.40		0-300,000	Over 300,000	
3"	$396.58		0-600,000	Over 600,000	
4"	$720.06		0-935,000	Over 935,000	
6"	$1,357.69		0-1,865,000	Over 1,865,000	

Commercial			**$ 2.72 Per 1000 Gals.**	**$4.21 Per 1,000 Gals**	
3/4"	$20.22		0-150,000	Over 150,000	
1"	$34.21		0-300,000	Over 300,000	
1.5"	$73.09		0-500,000	Over 500,000	
2"	$152.40		0-750,000	Over 750,000	
3"	$396.58		0-1,200,000	Over 1,200,000	
4"	$720.06		0-1,700,000	Over 1,700,000	
6"	$1,357.69		0-1,700,000	Over 1,700,000	
8"	$2337.47		0-1700,000	Over 1,700,000	
All users except construction between November & May	See above	$2.72 Per 1,000 gals			
Construction Water	$90.20	$3.58 Per 1,000 gals			

2006 New Meter Sets

	Meter Size	Meter Price
Residential	3/4"	$306.00
	1"	$378.00
	1 1/2"	$606.00
Multi Family Commercial Irrigation	3/4"	$306.00
	1"	$378.00
	1 1/2"	$606.00
	2"	$786.00
	3"	$1,122.00
	4"	$1,854.00
	6"	$3,768.00
	8"	$5,736.00

Tiered Commercial Rate Structure

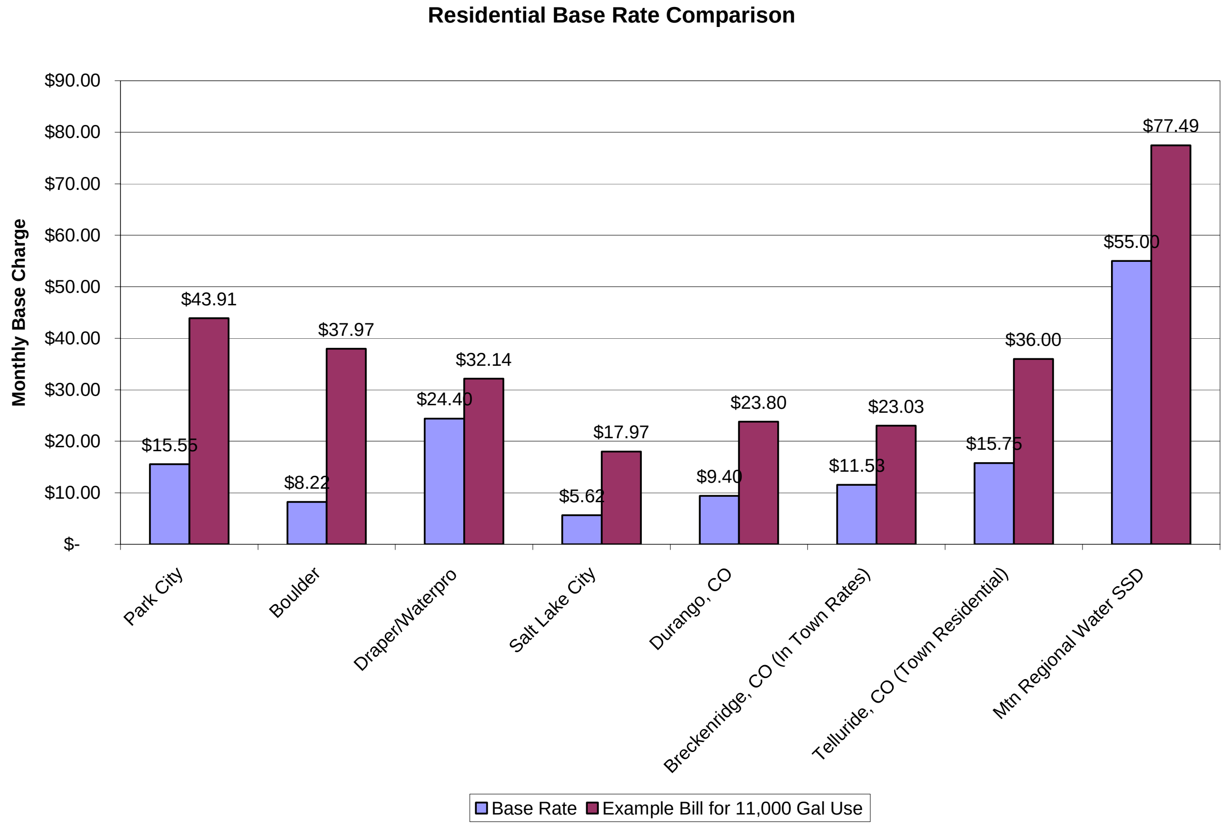
CTAC recommended creating a tiered rate structure for Commercial customers as this is currently the only customer class that pays one rate for water regardless of the amount consumed. A quick analysis of commercial accounts indicates that consumption is primarily for indoor use and large consumers are hotels that use water at a relatively constant rate throughout the year.

To fully develop conservation based rate tiers for commercial customers would require more study than time allows for this years rate review. This study would provide a greater understanding of this diverse customer class's usage characteristics and requirements and provide the information necessary to develop more accurate thresholds between reasonable and excess water usage. CTAC recommended performing this study for future rate discussions.

Thresholds for tier two were developed using historical consumption patterns as a guideline. Under staff's recommended structure a commercial customer utilizing water at the same levels as in 2004 would experience a 20% rate increase (consistent with increases of all other customer classes).

A commercial customer who exceeds the 2004 peak summer usage for their respective meter size will pay water at the same rate as single family\multi family\irrigation rates. Staff believes this is a fair\equitable and defensible approach to begin promoting conservation within the commercial class. If this approach is supported by City Council, Staff will work to refine the commercial blocks and rates prior to next years rate review.

The recommended 2 tiered commercial rate structure is contained in the rate table above.



The chart above provides a comparison of the recommended 2006 water rates to rates of several communities. It is important to note that rates for comparison cities are published 2005 rates (2006 rates were not available at time of report). It is likely some or all of these communities will raise rates in 2006.

Financial Impact to Water Users

The table found on the following page provides a view of what the recommended increase will mean to an average July bill in each of the customer classes and meter sizes. One can quickly see what the increase will mean to an average user. It is important to note that the impact is calculated in July (typically the period of peak water consumption) and provides information on the most significant impact an average user will experience.

Average July Water Bill
2005 to 2006 Draft Rate Schedule

Customer Class	Meter Size	2005	Draft 2006	Increase
Residential				
	3/4"	$ 61.00	$ 73.00	$ 12.00
	1"	$ 108.00	$ 130.00	$ 22.00
	1 1/2"	$ 287.00	$ 344.00	$ 57.00
Multi-Family				
	3/4"	$ 38.00	$ 46.00	$ 8.00
	1"	$ 308.00	$ 370.00	$ 62.00
	1 1/2"	$ 376.00	$ 451.00	$ 75.00
	2"	$ 477.00	$ 572.00	$ 95.00
	3"	$ 1,243.00	$ 1,492.00	$249.00
	4"	$ 1,255.00	$ 1,506.00	$251.00
Commercial				
	3/4"	$ 68.00	$ 82.00	$ 14.00
	1"	$ 139.00	$ 167.00	$ 28.00
	11/2"	$ 274.00	$ 329.00	$ 55.00
	2"	$ 357.00	$ 428.00	$ 71.00
	3"	$ 1,140.00	$ 1,368.00	$ 228.00
	4"	$ 2,029.00	$ 2,435.00	$ 406.00
	6"	$ 2,051.00	$ 2,461.00	$ 410.00
Irrigation				
	3/4"	$ 147.00	$ 176.00	$ 29.00
	1"	$ 282.00	$ 338.00	$

			56.00	
	11/2"	$ 820.00	$ 984.00	$ 164.00
	2"	$ 850.00	$ 1,020.00	$ 170.00
	3"	$ 1,574.00	$ 1,889.00	$ 315.00
Senior Citizen		$ 24.00	$ 29.00	$ 5.00

Potential Future Rate Structures

CTAC recommended that City Council consider several alternative rate structure approaches for next years rate review.

<u>Acreage based rate structure</u>

CTAC has recommended exploring the costs and feasibility of utilizing a new rate structure that would incorporate individual lot size and associated water requirements into the amount of water allotted to each rate tier. This structure would more closely link the amount of water allotted a customer in the lower tiers (“reasonable” water use) to the watering requirements of the owners parcel instead of a standard lot size. An acreage based water allotment may prove to be a more equitable method to set rate block sizes.

<u>Water budget based rates</u>

Another rate concept for Council consideration is water budget based rates (based upon individual meter peaking patterns rather than average patterns based upon customer class groups).

<u>Altitude based rate structure</u>

A third rate concept for Council consideration is altitude based water rates that would more equitably allocate pumping costs to water users whose water is delivered to higher altitudes and generates higher pumping costs. Currently pumping costs are shared equally by all users regardless of whether water is pumped to the user’s residence or business.

The City’s current software will not support the level of complexity these new rate approaches present. However it is believed the City’s new system (scheduled for 2005-06 implementation) would support such rate methodologies. It is also likely each of these approaches will involve staff time to implement and some implementation costs and ongoing administration costs.

Once council provides direction on rate structure approaches it would like to explore for FY 2007 and beyond, Staff will research these in more detail. This research will provide City Council with an understanding of the feasibility, estimated programming, data acquisition and ongoing administration costs of implementing any or all of these rate concepts into the City's rate structure. If directed to do so Staff will return to Council with this information in the Summer of 2005.

Potential Revenue Enhancement Strategies
Staff would also like City council to consider some revenue enhancement strategies for inclusion in FY 2007 rate review.

Stand-by Fees
Park City must build and maintain water system capacity adequate to serve all development lots within Park City limits. This capacity must be ready well in advance of development of these parcels. The owners of these lots do not share in these system costs until lots are developed and connection to the water system is made.

In the attempt to develop a rate structure that places cost on those customers that are causing costs some communities levy development lots a monthly stand-by fee. Costs of maintaining capacity to eventually serve these development lots is charged to each lot owner on a pro-rata basis.

Service Fees
Some customers utilize far more staff time than others but under our current fee structure there are no charges to reflect this usage pattern. Staff would like Council to consider charging fees for some service items such as: water audits, system leak checks and meter calibration. Charging fees for service items would place the cost for providing such services upon those that are causing those costs.

If Council is interested in exploring any or all of these new water charges Staff will include these items in next years water rate review and rate schedule for consideration.

Staff requests that Council provide direction on the following:

1. Authorization for Staff to present the recommended FY 2006 rate increase of 20% to the public on May 10th?
2. What rate structures should Staff research for FY 2007 and beyond?
3. What revenue enhancement strategies should Staff research for FY 2007 and beyond?

Department Review:

The concept in this report has been reviewed and commented on by the City Managers Office, the City Attorney's office, Budget and Grants office the Citizen's Technical Advisory Committee and Public Works.

Consequences of not taking the recommended action:
Staff requires direction from City Council at its April 28th meeting on requested items so that it may communicate the 2006 rate structure to water users, take comment from those users and return to Council with a final rate structure for possible approval on May 12th so that it may be included in the FY 2006 budget.

Recommendation:
Review and comment on recommended water rate increases. Provide Staff with direction on the following:

1. Authorization for Staff to present the recommended FY 2006 rate increase of 20% to the public on May 10th?
2. What rate structures should Staff research for FY 2007 and beyond?
3. What revenue enhancement strategies should Staff research for FY 2007 and beyond?

Staff will incorporate Council direction into information provided to the public, take public comment on recommended rates at a public meeting scheduled for May 10th, 2005 and return to Council with final rate recommendations on May 12th, 2005.

City Council
Staff Report

Budget, Debt, and Grants

Author: Bret Howser
Subject: Performance Measure Discussion
Date: April 21, 2005
Type of Item: Informational

Summary: Self-managed teams will present to Council an update of quarterly goals and year-to-date performance measures.

Description:

Topic:

Performance Measures Mid-Year Update

Background:

Each department in the City has formulated a set of objectives, strategies, and performance measures for each significant program that the department administers. At the beginning of each fiscal year, departments set targets for each performance measure. On or around January 1st, the performance data is collected for each measure and compared to the fiscal year target. The intent is to give an idea of how well departments are progressing towards meeting their annual goals.

Analysis:

On April 28, 2005, self-managed teams will have 15 minutes to discuss their quarterly goals as well as highlight each department's most significant performance measures.

Included in this Council packet is a summary of performance measures by department. The information shows each department, their performance measures, past years' data, the current fiscal year target, and the mid-year update. The mid-year update represents only half of the department's performance (July through December) while the target shows what they hope to achieve for the entire year.

Teams will likely present in the following order: 1) City Manager & Legal, 2) Public Safety, 3) Public Works, 4) Planning, Building, & Engineering, 5) Special Events, Capital Projects, & Public Affairs, 5) Library, Recreation, & Golf, 6) Finance, Budget, & HR.

Attachment: Departmental Performance Measures

Budget, Debt, and Grants

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Legislative Liaison	$22,441	Percent of Bills resulting in desired outcome	N/A	90%	85%	N/A
		Percent of Legislative Policy Committee attendance	N/A	100%	100%	N/A
		Percent of reports completed -- weekly during General Session and by first council meeting after interim sessions	N/A	88%	95%	N/A
Grants Administration	$29,921	Percent of quarterly monitoring completed on time	100%	100%	100%	100%
		Intergovernmental Revenue as a percent of Gross Operating Revenue	0.04%	0.85%	0.50%	0.16%
		Special Service Contract turnaround time (days between appropriation and PO processed)	N/A	1.4	7	-31
Budget Preparation, Coordination, and Monitoring	$104,724	Budget Document completed/distributed before end of 1st quarter (# of days before end of quarter)	N/A	N/A	10	N/A
		GFOA Distinguished Budget Presentation Award received (yes/no)	N/A	Yes	N/A	N/A
		Percent of months in which budget monitoring was completed	N/A	100%	100%	100%
		Budget, Debt, and Grants Departmental Budget within alloted expenditures (yes/no).	yes	No	Yes	Yes
Debt Issuance	$14,961	Dollar amount of debt issued during fiscal year.	$9,000,000	$5,000,000	$18,500,000	$9,000,000
		GO Bond Rating	AA-	AA-	AA-	AA-
		Cost of issuance as percent of new debt issued.	N/A	N/A	0.5%	N/A
		Debt Service as percent of net operating expenditures	25%	27%	25%	N/A
Analysis Resource	$88,268	Percent of City Departments satisfied with analysis (based on Internal Service Survey).	N/A	N/A	95%	N/A
		Percent of City departments satisfied with turnaround time (based on internal service survey).	N/A	N/A	90%	N/A
		Number of inter-department task forces/projects that include a member of the Budget Department.	N/A	N/A	12	25
Performance Measures and Benchmarking	$38,898	Semi-annual database update by Jan 31 and Jul 31 (days +/-)	N/A	N/A	5	+25
		Number of Communities participating in benchmarking group.	N/A	N/A	12	0
		Percent of internal service survey respondents who rate the Performance Measurement program as beneficial.	N/A	N/A	60%	N/A

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Plan review and permit issuance	$336,431	Plan check turnaround time is checked daily. 90% of initial plan reviews are completed within 2 weeks.	201	202	200	99
		Weekly staff meetings are held to allow field inspectors to identify weaknesses in the process.	45	43	42	24
		Quarterly spot checks of fee calculations are made by another reviewer. All fees are 100% accurately calculated and collected.	N/A	5	4	2
		Every plan is checked for flood plain proximity.	N/A	220	200	107
Housing and Dangerous Building Code Inspection and Enforcement	$21,706	Determine the time required to conduct the initial inspection, and to respond to complainant.	1 day	1 day	1 day	1 day
		Track the percentage of complaints which result in identified code violations.	N/A	85%	85%	85%
Land Management Code Enforcement	$65,116	Track the percent change in reported violations.	N/A	-14%	2%	N/A
		Track the number of violations investigated by each code enforcement officer.	511	285	240	176
Ordinance Enforcement	$86,821	Track the response time for each complaint or observed violation	N/A	24 hrs	24 hrs	24 hrs
		Track the time to achieve correction on each notice of violation.	N/A	14 days	14 days	14 days
Field Inspections – New Construction	$434,104	Follow-up quality control inspections are conducted on a regular basis to identify the number of violations missed by inspectors.	24,525	29,000	25,000	14,100
Fire Marshal Functions	$21,705	Review and inspect for each major event	6	4	4	5
		The time to complete a fire/arson investigation is monitored.	N/A	N/A	N/A	N/A
		Number of business inspections are tracked monthly.	N/A	N/A	N/A	N/A
Code Development	$10,853	Track the code changes that succeed and assess their value to the City	N/A	20	20	9
Education and Training	$21,705	Track the number and percent of employees receiving training each year.	10	11	11	12
		Track the number of training events, both state and national, in which city employees participate.	N/A	52	50	29
Business License Review	$21,705	Track the number of license inspections	182	549	400	390
Environmental	$106,664	Track the number of violations reported and the average time to respond to each.	N/A	488	350	121

Building Maintenance

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Building Repairs and Maintenance	$311,260	Percent of building repairs made within 30 days of receiving a complaint or request for service.	N/A	85%	90%	91
		Percentage of structural surveys conducted on city buildings annually.	N/A	10%	20%	20
		Percentage of all city buildings inspected weekly.	N/A	80%	90%	92
Inspections and contract supervision	$67,582	Percentage of costumer complaints responded to within 72 hours, 24 hours for minor emergencies and 2 hours for major emergencies after receiving a service request.	N/A	85%	90%	98
		Percentage of alarm and fire protection systems inspected in City buildings yearly.	100%	100%	100%	100
		Percentage of elevators certified monthly.	100%	100%	100%	100
Janitorial services and cleaning supplies	$157,692	Percentage of City buildings cleaned based on weekly schedule.	95%	100%	100%	99

City Manager

Program Name	IInput	Performance Measure Description	FY2003A	FY2004A	FY2005T	FY2005MY
Policy Implementation	$62,279	Number and percent of City Council goals identified for action this year that were achieved.	80%	90%	95%	90%
		Percent of city-wide goal-oriented performance measures achieved each year.	85%	70%	80%	70%
		Percent of months that Interagency Task Force meeting is held each year.	100%	95%	100%	95%
Staff Support/Administration	$62,279	Percent of direct-report staff reviews completed with 7 days of due date.	50%	100%	100%	100%
		Percent of weeks that departmental budgets are monitored each year.	90%	90%	95%	95%
		Percent of weeks City Manager visits with two city departments outside Marsac	N/A	N/A	100%	95%
		Percent of staff reports reviewed and delivered back to departments in one day.	N/A	N/A	90%	90%
Council Support	$62,279	Percent of City Council goals identified for action this year that were achieved.	N/A	N/A		
		Percentage of weekly updates provided to Council and Mayor	N/A	N/A	N/A	95%
		Percent of biweekly one on one meetings with Council Members and Mayor	N/A	N/A	N/A	90%
Community Support	$62,279	Percent of months that Interagency Task meeting is held each year	N/A	N/A	100%	100%
		Percent of weeks that City Manager is interviewed on KPCW	N/A	N/A	100%	100%
		Percent of weeks that Manager includes report in Council packet	N/A	N/A	100%	95%
		Number of press releases issued to inform public of Council Action or City's achievements	N/A	N/A	N/A	28
		Number of Community Events that Manager attends	N/A	N/A	N/A	40
		Percent of months City manager includes update in newsletter	N/A	N/A	100%	80%

Communications Center

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Records	$7,000	% of requests met within ten days	N/A	100%	100%	100%
Records	$7,500	% of state required forms submitted within the 10 day time frame required by state statute.	N/A	100%	100%	95%
		Average response time (minutes)	N/A	7 minutes	<15 minutes	
		Average number of calls per day	340	N/A	N/A	
Dispatch	$20,000	% of calls dispatched within five minutes of receipt to officers	85%	95%	90%	90%
		Number of phone calls received	125000	N/A	N/A	
Dispatch	$30,000	% of responses within ten minutes-NCIC hits	N/A	100%	100%	100%

Economic Development and Capital Projects

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Economic Development Plan	$66,632	# of strategies/action steps / projects of the Econ. Dev. Plan that were developed and advanced	N/A	18	18	12
		% increase in annual sales tax revenues	N/A	16	5%	12
		% increase in the number of yearly visitors	N/A	N/A	5%	N/A
		# of Econ. Dev. projects Park City is requested to take part in that are regional or state-wide	N/A	2	2	1
Capital Projects	$155,474	% of capital projects completed within forecasted time frame and within budget.	N/A	100%	85%	50%
		% of budgeted CIP projects that are either under design, construction or have been completed.	N/A	54%	45%	60%
		# of budgeted large CIP projects that are either under design, construction or have been completed.	N/A	8	7	5

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Projects	$200,920	Attend City Council and Planning Commission meetings where traffic calming is discussed	N/A	86%	85%	86%
		Bid Upper Park Avenue by January 31, 2004	N/A	0%	0%	0%
		Coordinate the engineering approvals on all large private-sector projects within 30 days of submittal of each approvable construction phase.	N/A	100%	90%	100%
Budgeting, Supervision, and Administration	$60,276	Submit departmental budget information for inclusion in budget document on time.	N/A	100%	100%	100%
		Monitor budget expenses and revenues monthly.	N/A	100%	100%	100%
Ongoing Review and Coordination	$140,644	Review staff reports on completed CUP applications involving public improvements within 2 weeks. Timeframe does not reflect ongoing major projects.	N/A	100%	85%	86%
		Act on Permits Plus-routed applications within three weeks. Record number of signed-off permits per year.	N/A	92%	90%	92%
		# of Private Development Reviews per year within 2 weeks of submittal	N/A	100%	90%	100%

Finance and Accounting

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Financial Services: Accounts Payable	$47,584	Efficiency: Total cost per check prepared and mailed.	$5.16	$5.43	$5.43	6.60
		Output: Number of checks processed.	5448	8429	8429	3374
		Quality: Number of check corrections to total checks processed.	0.24%	0.40%	0.40%	.39%
Accounting/Audit	$53,793	Effectiveness: Number of general ledger adjustments required by outside auditors during the year-end audit.	0	0	0	0
		Outputs: Number of journal entries prepared and posted for City departments; number of journal entries prepared and posted for Finance; and number of bank statement transactions reconciled.	58 373 7727	101 1042 12397	101 1042 12397	26, 691, 6518
Business License	$18,806	Effectiveness: Percentage of business licenses processed within one day of receipt of all fees and approvals.	98.28%	98.36%	98.36%	82.8
		Efficiency: Cost to process each business license.	$2.42	$2.52	$2.52	3.58
		Output: Number of business licenses processed.	58	304	304	118
		Quality: Average response time for giving a business their license after receipt of all fees and approvals (days).	1.07	1.19	1.19	2.74
Financial Services: Accounts Receivable	$33,696	Effectiveness: Percentage of customer payments recorded and deposited in the bank within one (1) day of receipt.	96.26%	98.51%	98.51%	99.16
		Efficiency: Average cost to record and deposit a customer payment.	$0.46	$0.53	$0.53	.44
		Output: Number of payments recorded and deposited in the bank.	16,979	55,017	55,017	29394
		Quality: Average time to deposit a payment after receipt. Number of recorded payments needing account coding corrections (days).	0 1	0 210	0 210	0, 156
Accounting/Audit (fixed assets)	$10,705	Effectiveness: Percentage of capital asset expenditures and disposals accurately entered in the Fixed Asset System each quarter.	97.67%	100.00%	100.00%	100.00
		Efficiency: Cost per fixed asset item entered in the Fixed Asset System.	$51.64	$34.67	$34.67	52.55
		Output: Number of fixed asset additions and disposals entered in the Fixed Asset System.	86	197	197	65
		Quality: Number of fixed asset corrections to total fixed asset entries.	2.33%	0.00%	0.00%	0
Financial Services: Payroll	$51,545	Effectiveness: Number of check errors and percent of error-free checks paid timely.	11 99.60%	16 99.82%	16 99.82%	7, 99.86%
		Efficiency: Cost per payroll check/direct deposit issued.	$3.86	$3.13	$3.13	2.97
		Output: Number of paychecks/bonus checks and direct deposits processed.	2779	8916	8916	5089
Treasury	$6,432	Efficiency: Investment management cost divided into portfolio size as a percentage.	0.01%	0.012%	0.012%	.01%
		Output: Portfolio average monthly balance.	$50,822,000	$50,821,902	N/A	58,838,804

		Output: Percent of quarterly monitoring reports submitted to City Council.	100%	100%	100%	100%
		Outcome: Percent of semi-annual deposit and investment monitoring reports in compliance with the Utah Money Management Act.	100%	100%	100%	100%

Fleet Services

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Fleet Services	$1,083,429	A customer satisfaction survey will be designed and distributed using a ranking system. The individuals surveyed will rank their experience on a scale of 1-5 (1=Great, 5=Terrible)	N/A	5	5	
		Effectiveness Measure Cost Per billable labor hour ((Total OP Expense-Fuel-Parts)/Billable Mechanic Hours))		57.06		
		Effectiveness Measure Vehicle availability (Downtime vs Total time - this will be the measure as an average for each vehicle).	N/A	97%	97%	

Golf Maintenance

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Cross Country Ski Grooming	$28,000	Staff Hours Compared to Kilometer of Track Groomed (less is higher quality)	3.4	4.9	2.5	3.3
		Percent of Budgetary Recovery for grooming operations	100	100	100	100
Lakes, Streams and Irrigation System	$67,046	Percentage of water tests performed to monitor differential in nutrient levels performed quarterly	100	100	100	100
		Percent of mainline irrigation repairs made within 72 hours	100	100	100	100
		Water usage recorded in acre feet per year	193	153	<225	N/A
Tree Care	$41,200	Percentage of Trees Pruned per Season	N/A	50	50	30
Miscellaneous	$15,400	Number of times restrooms cleaned per week	N/A	3	3	3
Equipment Replacement and Maintenance	$56,100	Number of staff hours spent on routine maintenance and set of equipment per week	1.2	1.06	1.06	.98
Turf Care	$239,546	Number of days greens groomed per week	4.9	5.7	5	5.4
		Number of days tees groomed per week	2.4	3.1	2.5	2.6
Bunkers and Fairways	$13,800	Number of days fairways were groomed each week	2.4	3.1	2.5	2.6
		Number of days bunkers groomed per week	2.4	4.8	2.5	2.8

Golf Pro Shop

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Inventory for Resale	$130,000	Achieve a return on investment of 25-40%. (Fiscal Year)	28%	41%	30%	31%
		Achieve a return on investment of 25-40%. (End of Season)	N/A	N/A	N/A	33%
		Gross retail revenue per customer by rounds played to be within national average for municipal courses. (seasonal)	N/A	$8.28	$7.00	$7.42
Golf Instruction	$50,000	Percentage of repeat customers. (seasonal)	N/A	N/A	N/A	62%
		Percentage of customers surveyed who rated lesson as good or better (seasonal)	N/A	N/A	N/A	86%
		Percentage of increase or decrease in previous years customers. (seasonal)	N/A	7%	N/A	4%
Golf Course operations	$327,000	Percentage of guests surveyed who rate program good or better. (seasonal)	N/A	N/A	N/A	88%
		Average cost per round (Fiscal Year) includes maintenance costs.	$45.85	$44.90	$44.00	44.52
		Average cost per round (End of Season)	N/A	N/A	N/A	43.47
		Percentage change in net revenues from previous year (Fiscal Year including depreciation)	-44%	N/A	N/A	18%
		Percentage change in number of golfers from previous year (Fiscal Year)	-3.00%	5.00%	5.00%	-9%
		Percentage change in number of resident golfers. (seasonal)	N/A	N/A	N/A	-8%
		Percentage change in number of non-resident golfers. (sesonal)	N/A	N/A	N/A	-12%
		Percentage change in lodging. (seasonal)	N/A	N/A	N/A	-3%
General Administration	$12,000	# of programs or task force involvement	4	5	5	5

Human Resources

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Pay and Benefits	$151,229	Percentage of turnover citywide	14.30%	13%	10%	9.78%
		Change in percentage of turnover citywide	10%	-11%	N/A	-3.22%
		# Of pay and benefits training sessions annually	48	57	50	30
		# Of pay and benefits manuals or articles distributed annually	23	34	25	24
		Percentage of employee satisfaction with pay plan	32%	N/A	N/A	N/A
		Percentage of employee satisfaction with benefits plan	71%	N/A	N/A	N/A
Recruitment	$67,994	Percentage of acknowledge letters sent to applicants within 5 working days of receipt of application	87.70%	95%	90%	100%
		Percentage of internal job announcements posted within 2 working days of ad approval by department	100%	100%	100%	100%
		Perentage of external job ads listed no later than 7 days after ad approval by department	100%	100%	100%	100%
		Percentage of citywide recruitments interviewing within 30 days after ad opening	40.70%	68%	60%	64%
		Percentage of citywide recruitments interviewing more than 30 days after ad opening	59%	32%	40%	35%
Personnel Policies	$65,507	# of employee training sessions annually	9	2	10	4
		# of management training sessions annually	16	24	20	1
		# of HR regulatory training sessions annually	9	11	10	4
		# of policy changes annually	N/A	40	N/A	10
		# of compliance inquiries received annually	0	0	0	0
		# of work related injuries	9	26	0	9
Citywide Values Program	$75,596	Percentage of employees satisfied with programs	24%	N/A	N/A	N/A
		Percentage of change in employee satisfaction in programs annually	N/A	N/A	N/A	N/A

Information Technology

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Computer Network	$599,200	Percent of infrastructure uptime	N/A	99.50%	97%	99.90%
		Percent of server uptime	N/A	99.50%	97%	100%
		Average time in hours to respond to trouble tickets tracked in Magic	N/A	1.39	4	1.23
		Average time in hours to resolve trouble tickets tracked in Magic	N/A	7.15	36	4.46
		Percent of departments able to make their own update	N/A	71%	71%	83%
Phone Systems	$85,600	Percent of phone system uptime	N/A	99.50%	95%	99.9%
		Average time in hours to respond to trouble tickets tracked in Magic	N/A	0.33	24	0.01
		Price per cell phone	N/A	$27.73	=< $42.50	37.34
Records Management	$85,600	Average time in hours to fulfill records request	N/A	5.22	24	8.33
		Number of E-size scanner pages scanned per month (avrage)	N/A	2712	1500	882
		Number of letter-size scanner pages scanned per month (avrage)	N/A	5509	3000	6231
Front Desk and Customer Services	$85,600	Percent of phone covergae Monday - Friday (8 a.m. to 5 p.m.)	N/A	100%	99%	100%
		Percent of physical coverage Monday - Friday (8 a.m. to 5 p.m.)	N/A	99%	97%	100%
		Number of negative customer comment cards	N/A	0	=>1	0

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Mayor, City Council, and Boards and Commissions	$187,309	Average turnaround time on staff report review one to five days.	2 to 3	1 to 2	1 to 5	1 to 5
		95% of requests for legal opinion completed within three days; some requests that are considered complex completed as soon as possible.	95%	95%	95%	98%
		95% of meetings as requested attended/ covered by an attorney.	99%	99%	95%	100%
Federal Grant and Contract Oversight	$52,700	Average turn around time for contract review and processing two to seven days.	3	3	2 to 7	1 to 5
		Annually review and update all contract, agreement and related legal forms.	100%	100%	100%	100%
		Average number of grants, contracts, and special service agreements processed annually 25 to 35.	25-35	25-35	25-35	N/A
Mayor/City Manager Support	$50,000	100% deadlines met for election noticing, voter registration, and absentee ballots; 95% candidate campaign reporting deadlines met; average length of time for election canvass completion seven days.	100%; 95%; 7	100%; 100%; 7	100%; 95%; 7	N/A
		Average length of time for Code amended on web and binders seven days. Average length time for filing/recording City documents five days. Average length of time to process GRAMA requests ten business days.	7; 3; 5	7; 5; 5	7; 5; 10	7; 5; 10
		Average length of time for completion of minutes ten days.	7	N/A	7	N/A
Personnel	$31,500	Average turn-around of employee contracts one to three days.	2	1 to 2	1 to 3	1 to 3
		Average response time to legal questions from Human Resources and other departments one to three days, unless extenuating circumstances	2	2	1 to 3	1 to 3
Prosecutor	$85,000	Minimum 80-95% conviction rate of criminal misdemeanor charges that go to trial.	95%	100%	80 to 95%	80 to 95%
		40% Deputy City Attorney time spent as prosecutor.	30%	40%	40%	40%
		90-95% clerical time assigned to prosecutor.	90%	95%	90%	95%
		Requests for information/charges screening completed within 3 to 7 days.	3 to 7	3 to 7	3 to 7	3 to 7
Risk Management	$41,775	95% claims/incidents investigated within one week, unless extenuating circumstances.	3	4	3	2
		Completion of at least three departmental educational/assessment programs per year.	95%	95%	95%	95%
		100% underwriter deadlines met.	100%	100%	100%	100%
		Average response time to loss trends and safety concerns one to seven days.	4	3	1 to 7	1
Water Rights	$114,159	Fully executed agreements, approved change applications, environmental requirements satisfied, water quality concerns addressed, projects built, water flowing to customers.	Same	Same	Same	Same
		95% water meetings attended by attorney.	95%	95%	95%	95%
		20% of Deputy City Attorney's time spent on water issues.	35%	45%	40%	40%

Library

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Adult Services	$128,557	Collection Size-Items (books, tapes, CD's, etc.) per capita	6.37	6.6	6.8	6.9
		Percentage of program attendees who report being satisfied to highly satisfied.			70%	NA
Circulation Services	$212,398	Circulation per capita	9.6	8.9	9.8	annual measure only
Technical Services	$106,199	Internet users per computer (daily)*	9	12.7	14	9.5
		Number of users per day.		143	145	152
Youth and Hispanic Services	$111,788	Checkout Rate of Children's Collection-Circulation per item	1.4	1.36	1.6	annual measure only
		Percentage of program attendees who report being satisfied to highly satisfied			80%	100%

Parks and Cemetery

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Snow Removal	$155,135	Percentage of Sidewalks and stairs cleared of ice and snow within 10 hours following the end of a storm.	100	90	90	90
Trash clean-up / special events & decorations	$202,721	Percentage of trash containers checked daily.	96	90	100	90
		Number of times banners were changed throughout the year.	N/A	16	14	16
		Number of staff hours allocated for events.	N/A	1,940	1,500	1,940
Exterior planting; flowers, planters, tree program	$185,605	Number of hanging baskets and planters displayed during season	275	275	275	275
		Number of trees planted or replaced per season	38	94	40	94
Park Amenities and infrastructure, turf and athletic fields	$303,175	Percentage of park amenities checked daily.	90	94	95	90
		Percentage of acres mowed as per mowing schedule	100	100	100	100
		Percent of mowing contracted versus in house	19	19	19	19
Cemetery	$22,000	Average number of staff hours per burial	N/A	13	10	13

Planning

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Staff Support to City Council & Commissions	$155,812	Percentage (%) of staff reports completed by Thursdays at 5 PM.	N/A	80%	75%	75%
		Percentage (%) of staff reports provided to applicants by 5 PM Friday prior to meeting.	N/A	100%	90%	100%
		Number of staff reports written.	N/A	192	N/A	90
		Number of Staff presentations before Council, commissions, boards, and task forces.	N/A	192	N/A	90
Planning Department development and permit review	$467,437	Number and type of applications received per Planning Department's monthly ACCESS activity log.	N/A	N/A	N/A	182
		Number of Permits issued as tracked in Monthly ACCESS report.	N/A	N/A	N/A	161
		Percentage (%) of application completion cards sent out within 48 hours of project manager assignment.	N/A	95%	90%	75%
		Percentage (%) of Action Letters issued with 5 working days of final Action	N/A	90%	90%	85%
		Percentage (%) project comment letters within 5 working days of staff review/Commission meetings.	N/A	N/A	N/A	N/A

Police

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Investigations	$7,400	% of victims contacted within ten working days	N/A	95%	90%	75%
		Total number of Part I crimes reported	528	554	N/A	
		# of citizens complaints compared to # of Part I crime investigations	N/A	0%	0%	
Patrol	$85,300	% of calls responded to within 15 minutes	86%	90%	90%	86%
		Average response time (minutes)	7	7	>15	
		Average # of calls per day or week	41/day	45/day	N/A	
Patrol	$7,200	Total number of citations issued	1540	3589	3000	1312
		Ratio of warnings to citations	60/40	70/40	30/70	
Special Services (Community Support, Bike Patrol, Reserves, Youth Services and DARE)	$82,000	% of staffing level in all programs	25%	95%	100%	100%
		Total number of programs	7	7	7	
		Total number of staff required	20	20	20	
Community Policing and Support	$40,250	% of staffing	0%	100%	100%	100%
		Community meetings scheduled on a regular basis per year	2	2	4	
		Use of program by community and neighborhoods	N/A	10%	100%	
Investigations	$13,600	% of cases given disposition codes				
		Total number of cases referred to investigations				

Public Affairs and Communications

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Policy advisor and public process/outreach for the City.	$36,925	# days before/after distribution deadline that the major publicaton is distributed.	+20	+10	+10	+10
		# of days before/after the 30 day deadline that Council receives the results of the citizen survey.	+20	+10	N/A	N/A
City Liaison, Community Economic Development, Open Space and Property Acquisition	$78,037	# days before or after deadline the April 30, 2003 deadline that the economic development plan is developed. (measure based on updates)	+10	+5	+5	+5
Leadership 2000, and City Tour. Olympic Legacy Planning & Imp.	$22,840	Ratio of Leadership applicants to those accepted.	1:3	1:3	1:3	1:2.5
		# days before/after the 30 day deadline that City Tour survey results are compiled/distributed	+10	+10	+10	+10
		Install 2 Olympic mini-towers by June 30, 2005	N/A	N/A	Jun-30	Feb-8
		% Implementation of Olympic Legacy plan by February 24, 2005	N/A	50%	100%	100%
Manager, Council, Employee Trainings, Fam Tours	$32,531	Minimum of 6 meetings	N/A	6	6	8
Community Outreach	$20,000	Hold community interest group meetings by June 30, 2005	2	3	4	10
		Hold 2nd Homeowner & part-time resident social	N/A	1	2	1
Public Communications	$20,000	Publish press releases on city issues; City Newsletter, meetings, etc	25	25	40	20

Public Works Administration

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Public Works Administration	$227,150	Average response time for service/information requests (hours)	N/A	24	24	92%

Recreation

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Recreation Facility	$544,853	Log each problem with date and time. Measure the time required to resolve each problem. Quarterly report showing percentage of time that problems were solved: Goal is 1 day for minor repairs and 5 days for major repairs.	N/A	93%- 5day,92% one day	1,5	92%-5 day, 90%-1 day
		Front desk supervisor will keep a log of customer service complaints. Goal is to keep complaints to fewer than 1% of customer contacts (as compiled on sign-in sheets)	N/A	0%	0.05%	.02%
Adult Recreation Programs	$344,703	Measure the percentage of participants who rate the program/tournament as “good” or better.	N/A	86%	80%	92%
		Increase in the number of participants in each program from one calendar year to the next.	N/A	23%	7%	12.75%
Children and Youth Recreation programs	$222,389	Measure the percentage of participants who rate the program/tournament as “good” or better.	N/A	93%	80%	87%
		Increase in the number of participants in each program from one calendar year to the next.	N/A	5%	7%	12%

Special Events and Facilities

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Coordinate Facility Use	$71,866	Calculate the number of paid rentals (Output and Outcome)	277	224	290	47
		Calculate the number of non-profit rentals (Output and Outcome)	814	598	650	367
		Calculate the number of days for response to repair items (Efficiency)	NA	1	2	NA
		Calculate the percentage of tenants surveyed who rate the City's customer service as good or higher. (Quality)	NA	NA	80%	NA
Special Events	$109,914	Calculate the number of events held in Park City (Output and Outcome)	86	72	75	32
		Calculate the total number of days that there are events in Park City (Output and Outcome)	N/A	126	140	65
		Calculate the percentage of organizers surveyed who rate the City's customer service as good or higher. (Quality)	N/A	85%	80%	NA
Film Permitting	$21,137	Calculate the number of film applications (Output and Outcome)	20	17	20	4
		Calculate the number of days of filming in Park City (Output and Outcome)	68	49	50	48
		Calculate the fees received from film permits (Workload)	$15,287	$6,991	$10,000	$1000
		Calculate the average cost spent administering film application (Output)	$45	$32	$45	$52
		Calculate the average number of days prior to filming that neighbors are notified (Output)	2	4.2	4	5
Boards and Commissions	$8,455	Calculate the percentage of organizers surveyed who rate the City's customer service as good or higher. (Quality)	N/A	82%	80%	NA

Street Maintenance

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Clean-up Maintenance	$364,569	Percentage of residential streets swept every 30 days.	N/A	97%	100%	100
		Percentage of flood control devices inspected weekly from April 15 to June 15.	N/A	100%	100%	100
		Percentage of storm drain boxes and storm drain ditches cleaned annually.	N/A	25%	20%	30
City Support & Events	$56,088	Percentage electronic signs are operational per event.	80%	100%	80%	100
		Percentage of barricades set up completed within 2 hours of event(s).	N/A	100%	90%	100
Graffiti Removal	$67,497	Percentage of graffiti removed within one week of receiving a complaint or service request.	80%	100%	90%	100
Winter Snow Operations	$455,340	Percentage of roads plowed within 16 hours after a storm.	100%	90%	100%	100
Street Maintenance	$343,674	Number of street overlays and slurry seals applied as determined by the bi-annual survey.	26	26	24	25
		Percentage of potholes filled within 72 hours of receiving a complaint or service request.	N/A	100%	100%	100
		Number of road patches required per year due to utility cuts.	N/A	22	20	26
		Percentage of sidewalk repairs made within 30 days of receiving a complaint or service request.	N/A	100%	90%	95

Streets, Lights, and Signs

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Street Light Maint. & Electrical	$142,579	Percentage of city street lights operating.	N/A	97%	96%	91
		Percentage of city street lights repaired within 30 days of receiving a complaint or requests for service.	N/A	80%	80%	85
Traffic Control & Sign Repair	$35,864	Percentage of traffic control devices repaired within 30 days.	N/A	100%	90%	98
		Percentage of signs inspected per year.	80%	100%	100%	100

Swede Alley Parking Structure

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
China Bridge/Gateway Parking Structures	$52,500	Percentage of structural surveys conducted every 3 years.	N/A	30	30	30
		Percentage of monthly inspections conducted on lighting systems	N/A	100	80	93

Tennis

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Tennis	$377,568	Profit by program.	N/A	38%	12%	27%
		Measure participants in each program (+/- %)	N/A	12%	5%	9%
		Number of articles published about tennis programs.	N/A	23	20	8

Transit

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Transit - Fall Service	$552,037	1) Passengers per revenue hour.	10.99	11.83	12.00	11.03
		2) Passengers per route mile.	0.77	0.83	0.85	0.69
		1) Cost per revenue hour	$42.81	$47.49	$48.00	$43.07
		2) Cost per passenger	$3.89	$4.01	$4.00	$3.91
		3) Passenger trips per employee.	2,555	2,752	2,800	3,533
		1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	86,636	86,636	70,000	103,070
Transit - Spring Service	$239,931	1) Passengers per revenue hour.	11.87	12.53	12.60	N/A
		2) Passengers per route mile.	0.87	0.79	0.90	N/A
		1) Cost per revenue hour	$42.80	$48.66	$48.00	N/A
		2) Cost per passenger	$3.60	$3.88	$3.70	N/A
		3) Passenger trips per employee.	1,664	1,650	1,700	N/A
		1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	49,538	56,293	70,000	N/A
Transit - Summer Service	$400,130	1) Passengers per revenue hour.	14.17	15.49	15.50	16.51
		2) Passengers per route mile.	1.02	1.11	1.15	1.03
		1) Cost per revenue hour	$42.80	$47.47	$48.00	$43.12
		2) Cost per passenger	$3.01	$3.06	$3.05	$2.61
		3) Passenger trips per employee.	4,566	4,976	5,000	5,105
		1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	125,870	62,935	70,000	37,204
Transit - Winter Service	$1,246,228	1) Passengers per revenue hour.	32.50	36.20	37.00	N/A
		2) Passengers per route mile.	2.76	2.67	2.85	N/A
		1) Cost per revenue hour	$42.80	$47.48	$48.00	N/A
		2) Cost per passenger	$1.32	$1.31	$1.33	N/A
		3) Passenger trips per employee.	18,605	22,290	22,500	N/A
		1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	61,834	67,335	70,000	N/A
Transit - Elderly/Handicapped	$70,917	1) Cost per passenger	$18.71	$19.29	$19.25	N/A
		2) Passengers per year	3,593	3,589	3,750	N/A
Transit - Special Events	$70,546	1) Cost per passenger	$0.24	$0.27	$0.25	N/A
		2) Passengers per year	256,063	253,512	265,000	N/A
Transit - System Analysis	$21,257	1) System analysis cost per passenger.	$0.013	$0.014	$0.015	N/A
Parking Appeals Program	$5,000	1) Ratio of appeals to tickets	2.77%	5.87%	3.00%	6.40%
		2) Appeals processing time (days)	13.20	17.20	14.00	16.54
Parking Enforcement	$207,290	1) Paid Zones: Total paid vehicles to total parked vehicles	N/A	87.7%	90.0%	90.3%
		2) Residential Zones: Total permitted vehicles to total parked vehicles	N/A	83.3%	85.0%	82%
Main Street Parking Program	$227,710	1) Revenue per space	$621	$1,308	$1,310	$1,505
		2) Average meter downtime (minutes)	N/A	N/A	N/A	N/A
		3) Ticket collection rate	87.1%	83.4%	85.0%	84.1%
		4) Complaint mitigation (hours)	N/A	meeting	24	meeting

Water Operations

Program Name	Input	Performance Measure Description	FY 03 Actual	FY 04 Actual	FY 05 Target	FY 05 Mid-Year
Emergency Service	$140,760	Annual Percentage of emergency main line repairs that are started within 4 hours	95%	80%	95%	100%
		Annual Average time to begin dig / repair on mainline breaks. (hours)	3	5.5	4	2
Customer Service / Water Conservation	$37,332	Annual Percentage of leaks detected within 38 days.	100%	100%	100%	100%
System Maintenance - Preventative	$290,700	Annual - Percentage of PRV / regulator checks completed in the first week of each month.	92%	100%	95%	100%
Meter Maintenance	$52,224	Annually - Percentage of faulty meters repaired / replaced within two weeks of identification.	97%	98%	95%	98%
Meter Reads	$155,994	Percentage of MXU change-over completed in a fiscal year based on 900 MXUs targeted for change-over per fiscal year.	0%	100%	100%	72%
		Average man days to complete initial meter reads each month	15	7.5	7	7
Safety	$16,422	Number of work related accidents per year.	0	1	0	0
		Annual lost work time hours directly related to work related accidents.	0	536	0	0
Training / Certification	$23,134	Annually - Percentage of water operators certified in distribution and treatment.	100%	100%	100%	82%
Water Quality	$178,500	Percentage of meter setter replacement completed in a fiscal year based on 900 targeted meter setter replacements per year.	0%	N/A	N/A	N/A
		Compliance with State/EPA water quality requirements	100%	100%	100%	100%

2005 Park City Goals and Targets for Action

QUARTERLY STATUS REPORT

January - March, 2005

TOP PRIORITY					
Goal 1 ***Quality Water***					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Pipeline/Preferred Project Agreements Determine a preferred project with Weber Basin and Bureau of Reclamation	Williams/ Erickson/ Gibbs/Dunks	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation	04/04	10/05	Ongoing
		2. Decision point – Park City/County may opt out	03/05	11/05	Pending
		3. WBWCD Water Sales/Petition Agreement	04/05	**11/05**	Pending
		4. Decision point – Park City and/or County may opt out	05/06		Pending
2. Water Conservation Strategy and Actions Develop Outreach Education/Task Force Plan	Erickson/ Williams/ Gibbs/Dunks	1. Water Conservation Task Force	Monthly		Ongoing
		2. Conservation and Drought Plans	Annual		Ongoing
		3. Water Conservation education program	Monthly		Ongoing
		4. User rates review 2005 Comprehensive Review	01/05	**04/05**	Pending
		5. Impact fee procedures review 2005 Comprehensive review	01/05	05/05	Pending
3. Water Treatment Plants	Erickson/ Williams/ Gibbs/Dunks	1. <u>Spiro:</u> Phase 2 Design and Construction of Wet Well Expansion	04/05	05/05	Pending
		2. Park Meadows Well Pilot Program	06/05		
		3. Park Meadows Well Treatment Facility Design & Construction	04/06		
3. Water Treatment Plant		4. <u>Judge</u>**:** Plant Design	08/04	11/05	Pending

(Cont.)		5. Judge**:** Plant Construction	04/06	04/07	Pending
4. Other Water Solutions – Supply Options	Erickson/ Williams/ Gibbs/Dunks	1**.** Summit Cooperation Discussions /Stream Flow Enhancements 2.JSSD Water Discussions - Pipeline 3. Water Strategic Planning and Infrastructure – engineering and develop funding strategy **-** Fee Review 4. Stream Flow Enhancement Study 5. Bureau of Reclamation Importation Study	Annual Annual 09/04 05/05 10/05	 10/05 01/06	Ongoing Ongoing Pending Complete Pending
5. Water Funding Strategy	Williams/ Erickson/ Bakaly/ Gibbs	1. Pursue future appropriations and authorizations	Annual		Ongoing

Goal 2 *Preservation of Park City Character*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Old Town Improvements	Hier/ Cone/ Hilton	1. Review of Opportunities for Business Enhancement - Trial Periods for Sandwich Boards set; pending meetings for other requests 3. Design of Downtown projects – Parking, City Hall & Plaza - Communication Fact Sheet 4. Begin Construction of Downtown Projects 5. Post Office Decision 6. Marsac Planning 2. SID Plan Finalized for Upper Park Avenue Utility Relocation – **pending action by Legislature in 2006**	08/04 01/05 04/05 02/05 06/05 02/05	02/05 **03/05** **09/05** **09/05** **10/06**	Pending Complete Pending Pending Pending **Pending**
2. Olympic Experience Legacy	Calvert/ Rademan/ Hilton	1. Mini-towers – Main Street 2. Olympic Legacy Project – Installation of Entry Corridor Sculpture nearing completion - Lighting	10/04 01/05	05/05 **02/05**	Complete **Complete**
3. Neighborhood Parks/ City Park	Erickson/ Kernan/ Twombly/ Fisher	1. RFP for Design & Construction of 3 neighborhood parks 2. Prospector Neighborhood Parks Improvements Complete 3. Design Contract for Skate park - RFP for Construction - Begin Construction - Completion 4. Old Town Neighborhood Park Survey 5. North End of City Park and Sullivan Road - Survey - Design - Construction	09/04 07/05 09/04 06/05 07/05 10/05 11/04 01/05 03/05 04/05	04/05 **05/05** **12/05** **03/06** **04/06**	Complete In Process Complete In Process In Process In Process Pending Ongoing Pending Pending
3. Neighborhood Parks		6. School District Basketball Courts	05/05		Pending

(cont.)					

Goal 3 *Effective Transportation and Parking System*					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Traffic Calming	Hier/ Evans/ Kingery	1. Meadows Drive & SR 224 – Signal Warrant – UDOT **2. SR 248 Plan**	02/05 **06/05**		Complete Complete
2. Regional Transportation	Cone/ Hier/ Cashel	1. Enhance Transit Marketing 2. Year-round Bus Service to Kimball and Canyons operating through 12/31/04 3. Pursue federal funding for buses, site, and expanded bus facility 4. Complete Region-SLC-UTA Service Feasibility Analysis 5. Update short-range transit plan with County 6. Explore carpool incentive program - employees	Annual Annual 09/04 12/04 06/05 05/05	04/05 09/05	Ongoing Ongoing In Process In Process In Process Pending
3. Old Town Improvements		See Goal #2			

Goal 4 *World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Ice Rink	Erickson/ Hilton	1. Quinn's Ice Complex Design Process	08/04	03/05	Complete
		2. Design Development Review with SBSRD		02/05	In Progress
		3. Ice Construction Begins	04/05		In Progress
		4. Ice Fundraising	**07/05**		**In Progress**
		5. Ice Construction complete	**02/06**		**In Progress**
2. Economic Development	Hier/ Calvert/ Kernan/ Rademan Hilton & Weiden-hamer	1. Receive Input from Business Community	01/04		Ongoing
		2. Processing of Annexation Requests	09/04		Ongoing
		3. Refinement of "Strategy" & "Project" prioritization summary	09/04	**06/05**	Pending
		4. Implementation of Economic Development Initiatives	10/04	**06/05**	Pending
		5. Pursue business relocations	**07/05**		**Pending**
3. Support for Arts: Direction	Cone/ Butz	1. Art in Public Places - Plan Approved			
		- Implementation		02/05	Ongoing
		- Bus Shelter RFP	02/05	02/05	Complete
		2. Bus Shelter Implementation	**08/05**		**Pending**
4. Community Amenities and Events: Evaluation, Future Direction	Calvert/ Cone/ Hier/ Butz	1. Special Events Retention & Attraction - Economic Development Plan	Ongoing		Ongoing
		2. Imperial Hotel Sold or Traded	09/04		Pending
		3. Creation of Events Programming Group	03/05		Pending
		4. Monitor Museum Expansion	11/04		Ongoing
		5. Strategic Plan for Farm	03/05		Ongoing
		6. City Property Assessment	03/05		Pending
		7. Destination Events/Activities Plan	**05/05**		Pending
		8. Sundance Discussions	**06/06**		Pending
		9. Golf course Pro Shop Discussions	**07/05**		Pending
		10. Sound Garden	**08/05**		Pending
		11. Watts Property Plan	10/05		Pending
6. Recreation and Racquet	Erickson/	1. Racquet Club Recreation Vision	09/04	04/05	Pending

Club: Next Steps	Kernan, Alt/ Fisher	2. BMX – Temporary Park & Skills Course 3. Skateboard Park Expansion Construction Complete	03/05 05/05	**06/05** **10/05**	Pending Pending
7. Outdoor Recreation Complex	Calvert/ Hier Hilton	1. Design Process 2. Design Development Review 3. Funding Strategies 4. Construction Begins 5. Construction Complete	08/04 04/05 10/05	03/05 **08/05**	Complete In Progress Pending In Progress In Progress

HIGH PRIORITY

Goal 5 *More Open Space and Usable Trails*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Ongoing Open Space Acquisition	Hier/ Rademan	1. Flagstaff - Distribution of open space contribution	03/04		Ongoing
		2. Gambel Oak - Legislation	10/04	**10/05**	Ongoing
		3. Red Maple	10/04	**10/05**	Ongoing
		4. 2005 Open Space Bond - Decision	11/05		Pending
2. Conservation Easements	Erickson/ Harrington	1. Work Session – Conservation Easements	05/04		Complete
		2.Additional Flagstaff Easements	09/04		Pending
		3. Easements on other open space		03/05	Complete
		4. Additional easement on new acquisitions	**08/05**		Ongoing
3. Trail Development Plan	Erickson/ Twombly	1. Farm Trail Parking Complete/Berming & color	08/04	**05/05**	In Process
		2. Trailhead Parking Phase II a. Cove b. Round Valley - Quinn's Rec Complex c. Other sites as available	09/04	06/05	Ongoing
		3. Round Valley Trails - Friends of Trails			In Process
		Phase I - Single Track Trails	12/04	**05/05**	
		Phase II – Cross Country Ski Trails	04/05		

Goal 6 *Improve Historic Park City*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Old Town Improvement	Hier/ Hilton	1. See Goal #2			
2. Historic Preservation	Hier/ Putt	1. Action Plan for City-Owned Historic Structures-concept complete	04/04	06/05	Completed
		2. CAD Appeal for 801 Park Avenue	07/04	06/05	Complete
		3. Historic Significance Survey – Initiate	08/04	03/05	Complete
		4. Design Guidelines – Review/Recommend	09/04	03/05	Ongoing
		5. 801 Park Ave Preservation	10/04	07/05	Ongoing
		6. Upper Main Park/Structures	01/05	02/05	Pending
		7. HPB Role			
		- Significance Survey	06/05		Initiated
		- Historic District Guideline Review	06/05		Initiated
		8. Implementation of City-Owned Historic Structures Plan	**09/05**		**Pending**

Goal 7 *Regional Collaboration and Partnerships*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Quinn's Interlocal Planning Agreement & Planning Program	Hier/ Putt	1. Completion of Study/Development of Land Use Alternatives/Development of Implementation Strategies	08/04		Complete
2. Affordable Housing	Kernan/ P Robinson	See Goal #9			
3. Transportation	Hier/Cashel	See Goal #3			
4. Flagstaff-Wasatch County	Williams/ Putt	1. Work with Wasatch County re SR-224 and public versus private access	09/04		Ongoing Continue to Monitor
5. Recreation	Erickson/ Hier Hilton/Fisher	See Goal #4			
6. Health	Erickson/ Hier Hill P Erickson	1. Begin work on noxious weed coordination 2. Noxious Weed Interlocal Agreement	08/04 01/05	 **05/05**	Ongoing Pending
7. Water	Williams/ Erickson	See Goal #1			
8. Solid Waste	Kernan/ Gibbs	1. Implementation of Solid Waste Alternatives	**11/05**		**Pending**

OTHER PRIORITIES

Goal 8 *Open and Responsive Government to the Community*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Community Vision 2015 and Beyond	Cone/	1. Community Involvement & Outreach	Monthly		Ongoing
	Williams/	2. Update Material for Vision Presentations 2005	Monthly		Pending
	Hier	3. Develop Neighborhood Request Tracking	05/04		Ongoing
	Rademan/	Report (attached – Attachment B)			Ongoing
	Putt	4. 2nd Homeowners Social	Annual		Ongoing
		5. Neighborhood Interest Group Meetings	Ongoing		Ongoing
		6. General Plan Review with Planning Commission	Ongoing		Ongoing
		7. 10-year Strategic Plan Creation – work session ***revised to General Plan Update***	02/05	**07/05**	Pending
		8. Creation of Citizen Award	Ongoing		Pending
2. Budget Review & Benchmark (2003-2004)	Hier/Kernan	1. First Meeting of Resort Benchmark Group	08/04	07/05	Pending
	Hill	- develop mission statement and goals			
		2. Development of Benchmarks (measures)	08/04	07/05	Pending
		3. First set of Benchmark Data compiled	11/04	11/05	Progress
		4. Utah League Tax Team – Sales tax strategies	01/05	**08/05**	Pending
		5. Golf Fee Review	01/05	02/05	Complete
		6. Upgrade of Sales Tax Monitoring	01/05		Ongoing
		7. Water Fees – CTAC Review	04/05		Complete
		8. Public Service Contract Review	05/05	**07/05**	Ongoing
		9. Public Donations ($5,000)	05/05		Ongoing
		10. Snow Removal Assessment	05/05		Ongoing
		- work session discussion	**04/05**		
3. Customer Service:	Calvert/	1. Accountability/responsibility training for	Monthly		Ongoing

Evaluation & Action Plan	Rademan	Council and Staff 2. Volunteer Bank 3. Customer Service Performance Measures 4. City "Fam" Tour **5. Employee Satisfaction Survey**	 Ongoing 10/04 11/05 **08/05**	 04/05	 Ongoing Pending Annual **Pending**
4. Public Safety	Williams/ Evans	1. Recommendations regarding Police Facility 2. Community Oriented Program Implemented 3. Emergency Response Plan Updated 4. Police Facility Project – Preliminary Design **5. Presentation of Police Department Advisory Team Recommendations**	08/04 09/04 09/04 **08/05** **08/05**	2/05 07/05 07/05	Pending Pending Pending **Pending** **Pending**
5. Communications	Calvert/ Rademan	1. Standardize Press Releases/Communication Strategies 2. Media Seminars 3. Sustainability Promotion 4**. All America Cities Award**	Monthly 05/05 Ongoing **06/05**		Ongoing Pending Ongoing **Pending**

Goal 9 *Sustainable Place to Live*

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Affordable Housing	Kernan/Cone P Robinson	1. Affordable Housing policy/plan - update 2. Implement Housing Policy Plan 3. Regional Planning – CDBG Grant 4. Explore options with community for sewer treatment site **(alternate public uses recommended for site)** 5. Senior Housing (establish work group) - Assisted Living Center	01/05 09/04 09/04 12/04 2/05	 07/05 03/05 **06/05**	Complete Ongoing Ongoing Complete Pending
2. Taxi Regulation Enforcement	Calvert/ Kernan L. Evans, Kingery Twardowski	1. Enforcement Options Implemented 2. Ordinance regarding liability levels 3. Options regarding Taxis	01/04 12/04 5/26/05	 01/05	Ongoing Completed Pending
3. Recycling	Erickson/ Gibbs	1. Decision on facility location	09/04	06/05	Pending
4. Sustainable Community/ Quality of Life	Williams/ Butz/ Rademan **Ivie**	1. Prospector Environmental Management System and Soil Contribution Program 2 Investigation of ability to increase energy efficiency in City Facilities 3. Facilitate Community Dialogues on Sustainability and return with recommendations **4. EPA/State – Silver Maple**	06/04 06/04 09/04 **09/05**		Ongoing Ongoing Ongoing

Traffic Calming Summary Report

January-March, 2005

ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Complete
Holiday Ranch Loop #1 (SR 224 to Red Maple Court)	7/12/02	None	Speeding; lack of speed regulatory signs; lack of enforcement by police; need for physical barrier erected in middle of roadway.	Mitigation measures completed 11/04. Continue to monitor. A new "speed feedback" sign was erected on eastbound Holiday Ranch Loop Drive near the pump house. It also has data collection capabilities.	04/05
Meadows Drive (SR224 to American Saddler Drive)	07/25/02	09/13/02	Speeding; stop sign violations; construction trucks using "Jake brakes".	Mitigation measures completed 08/04. Continue to monitor.	Ongoing
Lower Woodside Ave (10th St to 12th St)	05/14/03	07/22/03	Speeding; pickup-drop-off issues at library/day care; traffic cutting through library parking lot; on-street parking	Mitigation measures completed 04/04. A new petition from area residents was received requesting parking restrictions be enacted on the west side of Woodside Avenue between 14th and 15th Streets.	Pending study on new petition.
Lower Park Avenue (Heber Ave. to Empire Ave.)	06/01/03	07/22/03	Speeding; volume of vehicles; make the street more pedestrian friendly and less vehicle friendly.	Mitigation measures completed. Plans are underway to move the southbound speed feedback sign to the power pole in front of the fire department. Continue to monitor.	Complete
Cooke Drive/Stryker Avenue	07/28/03	10/22/03	Excessive high school student parking; improper parking.	Mitigation measures completed in 01/04. Continue to monitor.	Ongoing
Holiday Ranch Loop #2 (the "loop" area)	03/24/04	None	Speeding; concern that 25 mph speed limit may be too fast; another stop sign needs to be added to the intersection at "the loop" on Holiday Ranch Loop Road	Mitigation measures completed. Speed limit lowered to 20mph in the Loop area. Continue to monitor.	Complete
Lucky John Drive	03/24/04	04/26/04	Speeding; lack of adequate	Mitigation measures completed 10/04.	

(Monitor Drive to Little Kate Road)			and consistent speed signs; on-street parking for playing field activities; overflow parking from LDS church; lack of enforcement by police; volume of traffic.	Continue to monitor.	Ongoing
Marsac Corridor (Lower Mine Road to Roundabout)	04/16/05	04/28/04	Speeding; stop signs violations; increased traffic on the Mine Road; increased noise levels from vehicles; uncovered loads on trucks, and air quality impacts from exhaust and brake linings; safety inspections on construction trucks to remove hazardous vehicles from the roadway.	Increased police enforcement of speeding and stop sign violations. Traffic trailers will be deployed more frequently in this area. Three speed regulatory signs have been requested from UDOT. SBWRD has completed sewer construction on lower Marsac Avenue. New construction should begin soon separating Chambers Avenue from the Mine Road. The lower Mine Road will be moved toward the east side of the canyon. A traffic calming median has been installed on Marsac Avenue by the Sandridge Lot. The hauling of mine tailings from Deer Valley to Richardson Flat via the Mine Road will commence soon. Truck safety and speed will be monitored closely.	Ongoing

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
January-March, 2005
ATTACHMENT “B” TO QUARTERLY STATUS REPORT

Bonanza Ave Transit Enhancement

Weidenhamer

Status Report – completed pending additional input from neighborhood
Expansion of municipal summertime transit along Bonanza Ave. is planned for summer ’06, when the recreation complex is completed. Although this request has not been formally rescinded, it has been largely inactive.

1. Written Petition received – 6/18/04
2. Initial Internal Review – 6/16/04
3. Initial Communication to Council – 7/1/04
4. Comprehensive Internal Review – 6/16/04 & 7/17/04; ongoing
5. Initiate Public Forum – initial meeting 7/14/04; completed
6. Communication to Council – if necessary
7. Potential Council Decision -’05 CIP prioritization (if necessary)

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Add a bus	Nesset	1. Add a full time summer bus route to serve Bonanza Dr. - Staff has recommended against this action	8/04	Complete – See #7	Not budgeted - approx. $200k/ year
2. Re-Route existing service	Nesset	1. Re-route existing service within existing stock - Staff has recommended against this action. (takes away service from other prioritized service areas). Council update pending based on fiscal analysis	8/04	Complete – See #7	
4. Pilot Program	Nesset	1. Begin Pilot program - Staff has	8/04		

		recommended against this action. (expensive to begin, takes at least 2 years to measure results)			
5. Fiscal Analysis	Applicant Gary Hill/ Jon	1. ID current sales tax levels and other economic indicators 2. Compare potential increases in tax revenues generated from increased business to the transit budget 3. Update to Group on Fiscal analysis	1.Aug '04 2.Aug '04 3.12/04	1.completed 2.completed 3.completed	
6. Revamp Transit Guide	Nesset	1. Focus on specific Destinations, ie Park Plaza or Rail Central	Winter '04-'05	completed	
7. Council CIP Decision		1.Transit has recommended not to provide summer service to Bonanza Ave at this time – budget has not been allocated. 2. Allocate budget to contemplate providing this service	1. ’04 CIP budget decision 2. no CIP line item for ‘05	1.completed 2.completed	

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
January-March, 2005
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Prospector Square Property Owners Association Weidenhamer
Status Report- completed - **At the request of PSPOA, this item has been removed from the Neighborhood RELS program**

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
January-March, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Deer Valley Drive and Sunnyside Drive Neighborhood
Weidenhamer

Status Report
Items pending '05 CIP budget review

Written Petition received – 11/10/03
Initial Internal Review – 1/26/04
Initial Communication to Council – 2/19/04 & 6/3/2004
Comprehensive Internal Review – 6/16/04
Initiate Public Forum – Estimated completion date: pending Council review
Communication to Council –Spring 2005 if necessary
Potential Council Decision – 2005 CIP prioritization

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Sidewalk Lighting	Twombly (PCMC)	Create a cost estimate plan to install lights along DV Dr. south sidewalk with: 1. shoe boxes from transit center to DV Dr. split 2. with shoe boxes from transit center to Snow Park. 3. custom lights from transit center to DV Dr. split. 4. custom lights from transit center to Snow Park.	spring 2005	1. complete - CIP line item identified	Private funds Deer Valley PCMC'05 CIP
2. Cross Walks &	Jonathan &	1. Traffic Engineering study to establish		1.Complete	

Traffic calming devices	Traffic Calming group	minimum standards for cross walks. 2. If needed, install cross walk identified in study 3. Summer '04 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 4. Winter '05 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 5. Group has requested a formal traffic engineer study to more accurately measure speeds and traffic counts 6. Make later recommendation based on data collection	February 2005 Spring '05	2.Doesn't meet min. standards 3. complete 4. pending 5. Council Would have to direct staff to complete 6. pending	5. Traffic calming CIP
3. Bus Stop	Cashel	1. A school bus stop is approved for Mountain lands housing development 2. Neighborhood group suggested another location, but not allowed due to intersection	Spring 2005	1. Complete. Staff rec. against	Mountain-lands as part of Master Planned Development
4. Sidewalks	Gibbs	Connect the intersection of Sunnyside & DV Dr. to the new bus stop at Mountainlands site with a sidewalk	Summer 2005	Pending CIP review	? PCMC'05 CIP
5. Neighborhood Park	City Council RAB & BLM	Neighborhood group was exploring a neighborhood park on property owned by the BLM (Rossi Hill Dr & DV Loop). City has long-term interest in acquisition, but no immediate plans (other BLM lands a higher priority – Gambel Oak parcel)	None scheduled	Need for negotiation	None identified
6. Underground Utilities		City Council would need to direct staff to prepare feasibility study	Council would have	'05 CIP	Not budgeted

			to direct staff		
7. Burnt down structures	Jonathan & Ivie	1. Structure is on BLM Land, but privately owned. City continues to work with owners to abate the nuisance	Spring '05	pending	Existing
8. Clean-up creek	Gibbs	1. The City has no maintenance responsibility. Unless otherwise directed by Council, we will continue to provide minimum maint (willow cutting). We would look to the adjacent HOA's and property owners to assist.	Council would have to direct staff	1. complete - CIP line item identified	Private funds Deer Valley PCMC'05 CIP

City Council
Staff Report

Author: **Dave Gustafson**
Subject: **Park City Cycling Festival**
Date: **March 25, 2005**
Type of Item: **Administrative – Master Festival License**

Special Events and
Facilities Department

Summary Recommendations:
Provide Staff with policy direction on the Park City Cycling Festival Master Festival License for June 17 through July 2, 2005. If Council is supportive of the direction of the event, Staff will return for approval of the Master Festival License at a future date.

Description:

Topic:
Review the Master Festival License Application, submitted by Blue Wolf Events, LLC, for the Park City Cycling Festival, which includes the USCF National Championships and the return of the NORBA event.

Background:
The Park City Cycling Festival, produced by Blue Wolf Events, will host NORBA Mountain Bike Races from June 17 through June 19 and the USCF National Championship for Juniors, Elite, Masters Men, and Women from June 21 through July 2.

Park City will host the USCF National Championships for a second year. Due to the success of the races in 2004, the schedule now includes the Elite races and the return of NORBA mountain bike racing.

Deer Valley Resort will again host the events, but the location of the start/finish line and base of operations has moved closer to Snow Park Lodge. Routes remain the same with some modifications in the Lower Deer Valley area to assist traffic flow and minimize impacts to the neighborhoods.

The Park City Cycling Festival meets the City Council's Goal #4, which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort, which hosts such events as this, and to increase the number of events in the summer.

Analysis:

The event runs from June 17 through July 2 2005. The event's calendar change is positive for Park City and looks to bring in approximately 3,000 – 5,000 people for the event.

Start/Finish Area

The organizer relocated the Start/Finish area from Lot 5/6, to Deer Valley Drive in front of Snow Park Lodge. The relocation of the operations mitigates noise concerns from residents surrounding Lot 5/6. The activities and sound are now directed towards the mountain.

The Start/Finish structure remains in Deer Valley Drive for the duration of the entire event. Traffic on Deer Valley Drive will be redirected into Deer Valley's drop/load zone. This allows normal traffic flow to occur each day after the races conclude.

Routes

The overall routes out of town will remain the same; however, the organizer modified the routes in Lower Deer Valley to address complaints from residents in the Solamere and surrounding area. During most of the days in 2004, all traffic was diverted at the "Stew Pot" intersection and required to go one-way around lower Deer Valley passing in front of Snow Park Lodge. The new routes (refer to Exhibit A) allow convenient access to all properties in the area.

Road Race

Each race group heading out of town consists of a caravan with a Utah Highway Patrol (UHP) car in the lead, followed by press, race judges and members of the event staff. Additional cars with similar purposes follow the racers and UHP secures the end of the group.

While the racers and the caravans leave town, event race marshals and police control key intersections and driveways while the caravan passes through town. Cars are held at these points for approximately 3 to 5 minutes. For vehicles behind the caravan, there will be opportunities to pass on wider roadways, otherwise the traffic behind will travel at the speed of the caravan. The same process will take place on the return. Once a racer drops out of the main group, as determined by the race organizers, they are required to obey traffic laws and must make it back to the finish on their own.

The Park City Police Department is responsible for controlling traffic at all major intersections in town and UHP will be responsible for staffing the intersections outside of the City limits.

Criterium and Course "C" Races

For public safety concerns, these races will require Police Services Staff to control major intersections. Staff worked to identify the locations and hours to prepare estimated costs for the organizer. (Refer to Exhibit B for a cost estimate.)

The Building Department will review the Start/Finish area tents, bleachers and other structures for compliance with the Building Code.

Fee Waiver Request:
Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that Council approves or denies fee waiver requests for all new applications. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. Blue Wolf Events requested a partial waiver of all fees associated with the Park City Cycling Festival.

In 2004, the Park City Cycling Festival asked for no fee waivers and paid their entire bill of $16,934. Staff reviewed the revenue numbers from August 2004. The overall lodging numbers for August 2004 increased, while the tax revenue received by the City decreased. The race organizer scheduled this year's event to be held in June instead of August. The increased number of people in town for this event should increase the tax revenue the City typically receives during the month of June.

When evaluating fee waivers, Council looks at the potential tax revenue and basis the decision upon that as well as affects to the overall budget. Services such as Police and Transportation are direct costs and are rarely waived since departmental budgets are impacted in the form of overtime labor.

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for Blue Wolf Event's response to the criteria.

1. For-profit or non-profit status of the Applicant;

Blue Wolf Events is a for-profit organization.

2. Whether the event will charge admission fees*;*

There is no general admission charge for spectators, there is a charge for participants and a discount rate is available.

3. Whether the event is youth-oriented;

The USA Cycling National Championships will contain three days of junior events. The 2005 event will also include the elite athletes, which provide young cyclists the opportunity to see the next leaders in the sport.

4. The duration of the event;

The event will run from June 17th through July 2nd. The event is split into two parts, mountain biking and road cycling. Over the entire duration there will be 5 distinct groups entering town; mountian bike racers, elite, espoir, junior, and master racers. The final 4 groups mentioned have a minimum stay of three days in town to compete in all of their events.

5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;

Yes, the event will bring approximately 3,000 – 5,000 people to Park City. A majority of the attendees will be from out of town and will be lodging in Park City. Additional tax benefits will come from the spending of money in restaurants and on other services. The NORBA event has been added to the PCCF and is anticipated to bring an *additional 1500 participants to town*

6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;

A majority of the costs of City Services will be from Police support. The City will receive increased revenue from the event from the spending of the attendees.

7. The season of occurrence; and

The event will take place in June, Summer. No other significant events occur in June. Moving the Cycling Festival to the June line-up would certainly increase revenue during that time versus the August timeframe it was held last year.

8. Demonstration of hardship by the Applicant.

None noted.

At this time the Council has not approved any additional waivers for events in FY2006, however there are already approximately $54,181 in waivers for Arts Festival and 4th of July Celebrations.

Staff recommends a fee waiver of $3,700 for the Park City Cycling Festival. Staff based its recommendation on an average of the Chamber's analysis of spending by day visitors ($44.41) and overnight visitors ($141.71), along with the City's 1% Resort Community Tax revenue.

	3000 Visitors	5000 Visitors
Day Visitor - $44.41 @ 1% Resort Community Tax rate	$1,332.30	$2,220.50
Overnight Visitor - $141.71 @ 1% Resort Community Tax rate	$4,251.31	$7,085.50
Averages	**$2,791.80**	**$4,653.00**

Department Review:

All applicable departments have reviewed the Park City Cycling Fest.

Issues for Discussion:

- Does Council support the event as proposed?
- What amount of a fee waiver would Council approve?

Recommendation:

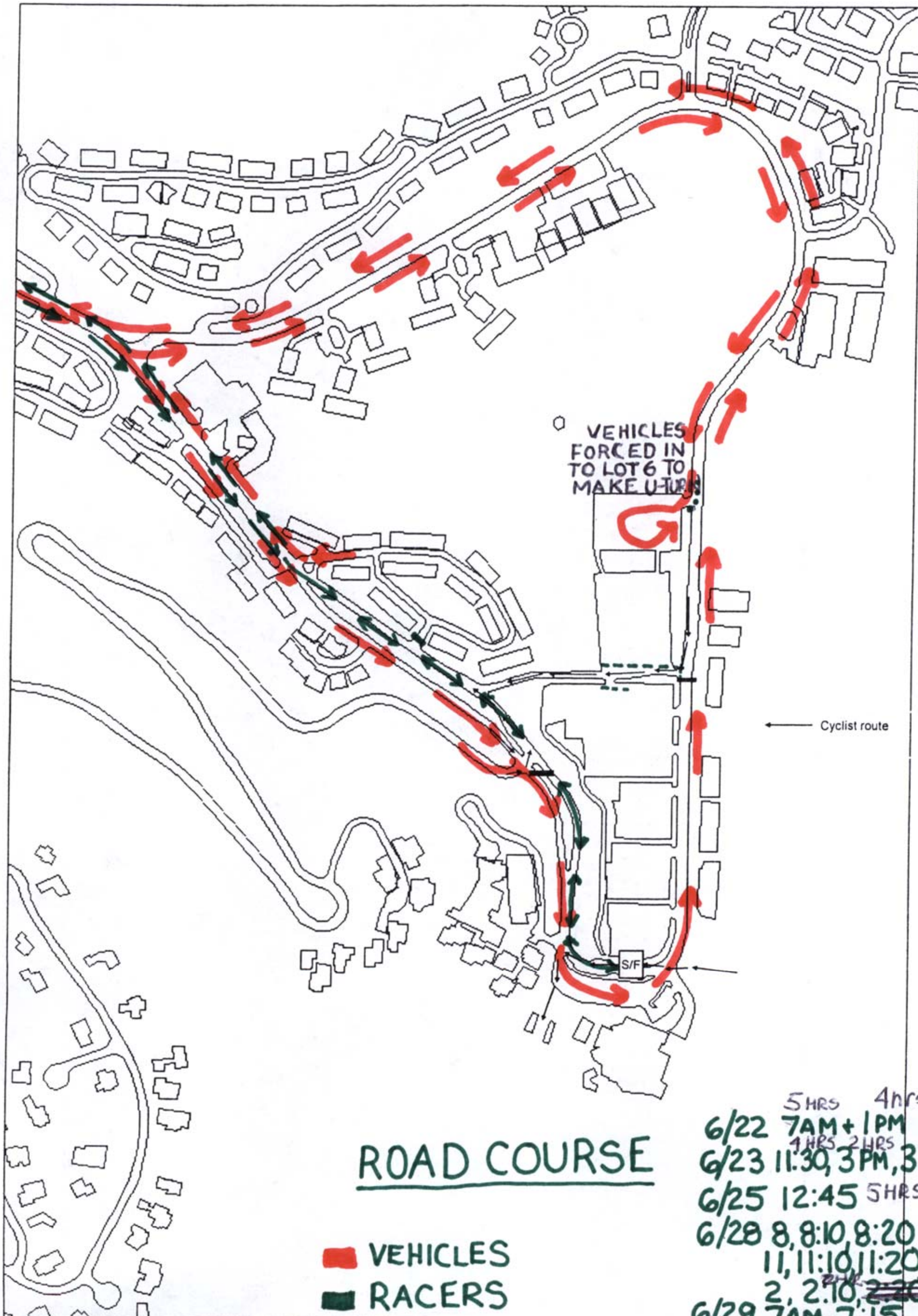
Provide Staff with policy direction on the Park City Cycling Festival Master Festival License for June 17 through July 2, 2005. If Council is supportive of the direction the event is proceeding, Staff will return for approval of the Master Festival License at a future date.

Exhibits
Exhibit A – Estimated Fees
Exhibit B – Race Routes

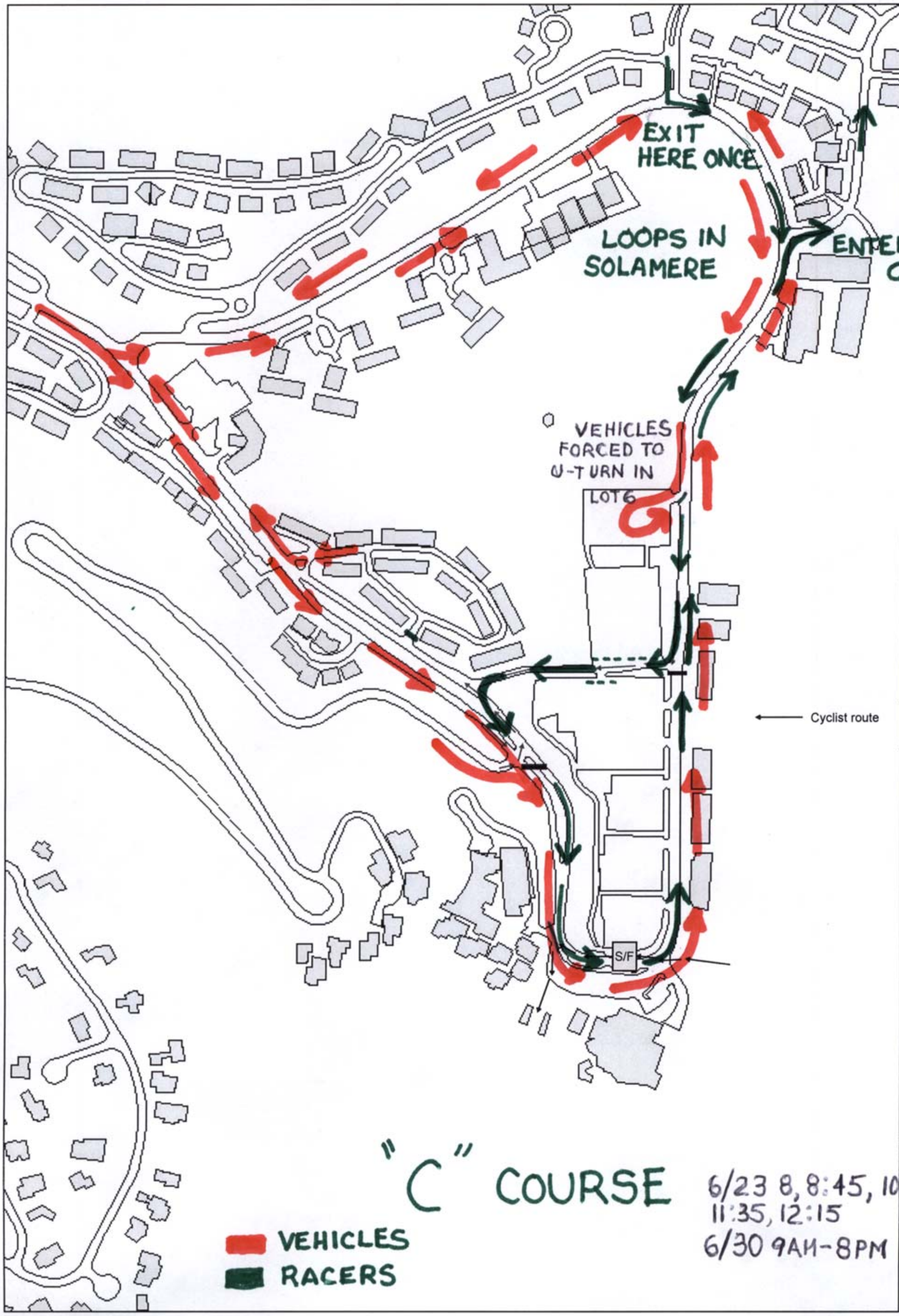
Exhibit A – Fee Estimate

INVOICE **Park City Cycling Festival** June 17 - July 2, 2005	Special Events Department PO Box 1480 Park City, Utah 80460	
SERVICE DESCRIPTION	**COST WAIVED**	**COST**
Special Events and Facilities Department		
Application Fee - Reoccurring Event		$50.00
Streets Department		
Barricade Rental (100 ea.x .38/day x 16 days)		$608.00
Barricade Drop and Pick Up Fee		$150.00
Electronic Sign Rental ($120/day x 2 ea. x 5 days)		$1,200.00
Police Department		
Base Officer Time		$13,877.00
Parks Department		
Bleacher Rental (1 ea.x $50/day x 16 days)		$800.00
Bleacher Delivery and Pick up		$50.00
Building Department		
Permit Application Fee		$15.00
Building Inspection		$15.00
Tent <200 square feet		$30.00
Trailer		$50.00
TOTALS	**$0.00**	**$16,845.00**
	Waived Amount	**$0.00**
	TOTAL DUE	**$16,845.00**

#1

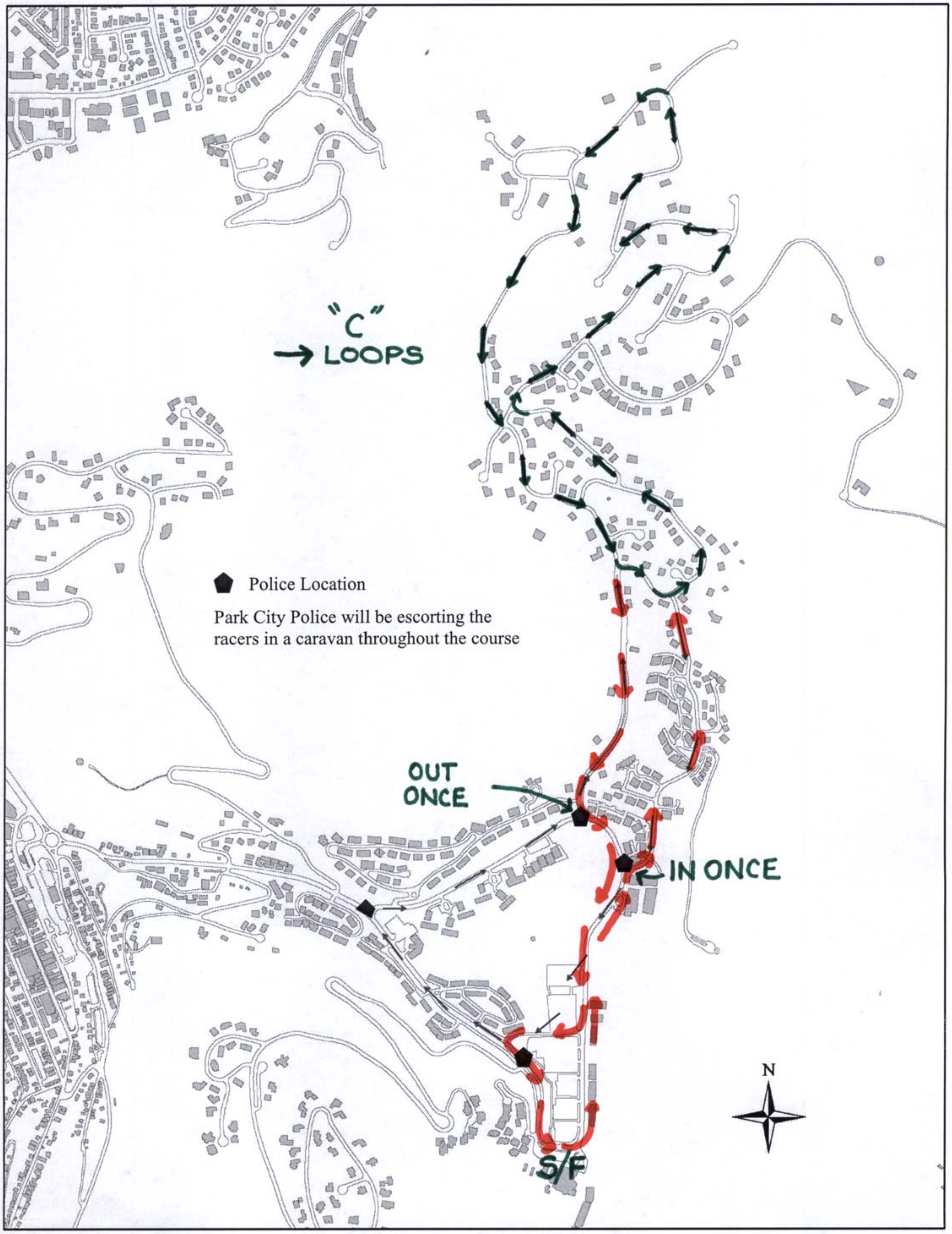


6/22 7AM + 1PM 5HRS 4hrs
6/23 11:30, 3PM, 3:15 4HRS 2HRS 2HRS
6/25 12:45 5HRS.
6/28 8, 8:10, 8:20
11, 11:10, 11:20
2, 2:10, ~~2:20~~ 2HR 2HRS
6/29 7AM, 7:15
10:30AM, 10:45 2HRS

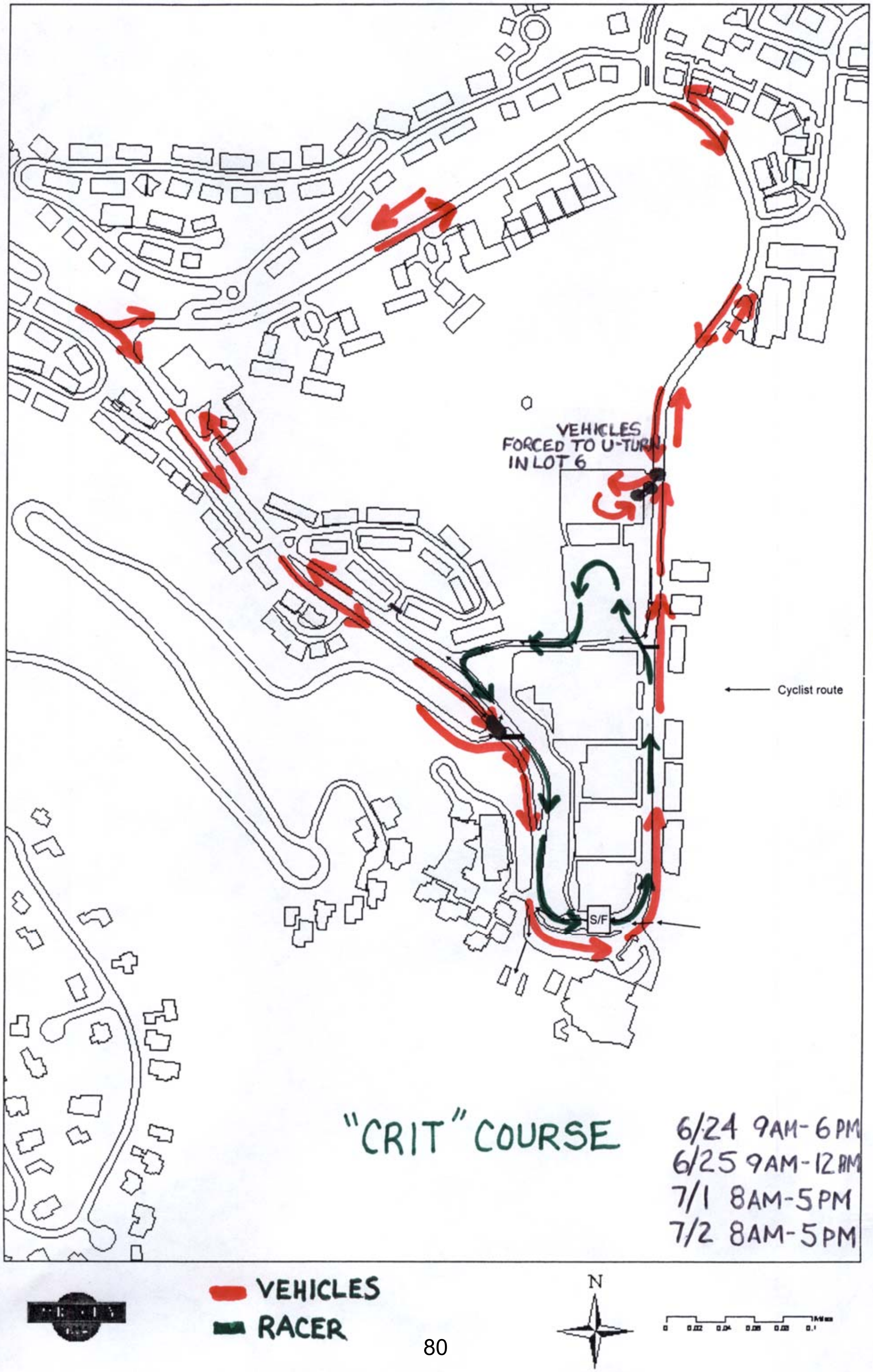


1) PCPD LEAD VEHICLE

N


"C"
→ LOOPS
Police Location
Park City Police will be escorting the racers in a caravan throughout the course
OUT ONCE
IN ONCE
S/F
N

"C" COURSE


VEHICLES FORCED TO U-TURN IN LOT 6
Cyclist route
S/F
"CRIT" COURSE
6/24 9AM-6PM
6/25 9AM-12AM
7/1 8AM-5PM
7/2 8AM-5PM
VEHICLES
RACER
N

City Council
Staff Report

PLANNING DEPARTMENT

Planner: **Patrick Putt**
Subject: **713 NORFOLK AVE. PLAT AMENDME (KUHLE SUBDIVISION)**
Date: **April 28, 2005**
Type of Item: **Administrative; Plat Amendment & Conveyance of City-Owned Property**

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment and conveyance of City-owned property request, conduct a public hearing and approve the application pursuant to the attached ordinance.

DESCRIPTION

Project Name:	713 Norfolk Avenue Plat Amendment / a.k.a. Kuhle Subdivision (Combined Preliminary/Final Plat)
Project Planner:	Patrick Putt
Applicant:	Richard and Shelley Kuhle
Location:	713 Norfolk Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

The applicants are new owners of the historic residential structure located at 713 Norfolk Avenue. Until recently, the structure was operated as a Bed and Breakfast Inn known as the Angel House Inn. The applicants are in the process of converting the building back to a single family residence. As part of the restoration plan, the applicants seek to construct a garage off of Norfolk Avenue. The proposed flat-roof garage would be constructed into the hillside (partially below grade) to the north and east of the existing residence. A subterranean connection is proposed between the garage and residence.

The property consists of several small metes and bounds parcels totaling 6,332 square feet in Block 13 of the Snyder's Addition. Zoning on the property is Historic Residential (HR-1). An approximately 115 foot long *(approximately 10 feet wide)* segment of the City-owned historic Crescent Tramway pedestrian walkway bisects the property. The Crescent Tramway has existed in this location for over a century. The City acquired the aforementioned section of the tramway through a quit claim deed from the Sweeney Land Company in 1990.

To accommodate the construction of the aforementioned garage, the applicants propose to combine the metes and bounds parcels into one lot of record. The applicants have also requested that the City convey its interest in the above-described segment of the Crescent Tramway in exchange for an equivalent-sized pedestrian easement and rehabilitation/reconstruction of the existing walkway which crosses the applicant's property.

The Planning Commission forwarded a positive recommendation to Council regarding the plat amendment and City-owned property conveyance request at its January 12, 2005 meeting. Council takes Final Action on this matter. Application review is subject to the provisions the Land Management Code, Section 15-7: Subdivisions.

ANALYSIS:

Staff has provided the following analysis pursuant to the Land Management Code, Section 15-7.3-3: Subdivisions—General Lot Design Requirements:
General Lot Design Requirements:

A. Lot Arrangement: The proposed plat amendment creates one lot out of the existing metes and bounds parcels. No foreseeable difficulties in securing building permits for construction on the property relating to topography or access are anticipated. The configuration of the lot is generally consistent with lots in the immediate HR-1 neighborhood.
B. Building Sites: The proposed lot provides sufficient lot area for the existing residential structure and the proposed addition garage area. The proposed building area is adequate for additional building area which is in compliance with the HR-1 setback requirements.
C. Square Footage: The HR-1 District regulates house size through Maximum Building Footprint, Setbacks, and Building Heights limitations. Staff finds that no additional square footage limitations are warranted.
D. Lot Dimensions: The proposed 6,332 square foot lot exceeds the HR-1 District's 1,875 square foot minimum lot size requirement. No modifications to the perimeter boundaries of the property are proposed. Street access is provided via Norfolk Avenue.
E. Double Frontage Lots: The proposed plat amendment will not create a double-frontage lot.
F. Lot Drainage: The property is currently developed. Additional construction will involve Building Permit review by the City Engineer at which time specific conditions of approval relating to any necessary drainage improvements may be applied.
G. Landscaping: The property is currently developed and landscaped. No additional landscaping and/or irrigated areas are proposed.
H. Limits of Disturbance: Limits of Disturbance in the HR-1 District are determined at the time of Historic District Design Review and Building Permit reviews. The proposed garage is contemplated for an area of the property with no significant vegetation. Staff finds a platted limit of disturbance to be unnecessary.

I. Revegetation, Seed, and Sod: A necessary revegetation associated with future construction activity will be addressed as a condition of approval to the time of Building Permit issuance.
J. Debris and Waste: Debris and waste material for future construction activities shall be addressed as part of a required Construction Mitigation Plan approved by the City at the time of Building Permit issuance.
K. Fencing: No fencing is proposed at this time.

Crescent Tramway Pedestrian Walkway Conveyance Request**:**
The Planning Department and Planning Commission forwarded a positive recommendation on the proposed conveyance of the Crescent Tramway Pedestrian Walkway through the applicant's property in exchange for a public pedestrian and utility easement and rehabilitation/reconstruction of the walkway across the applicant's property.

Although the walkway tract is owned in fee by the City (it was acquired by quit claim deed) and is not technically right-of-way, Staff has utilized the City's policy governing right –of-way vacations as a guideline in analyzing the applicant's request for conveyance. Council Resolution 8-98, Resolution Adopting A Policy Statement Regarding the Vacation of Public Rights of Way Within Park City, Utah, states that the City may generally find good cause to convey public right-of-way when a "net tangible benefit to the immediate neighborhood and to the City as a whole" is found. The four criteria used to evaluate the neighborhood and community benefits are:
1. No increased density;
2. Neighborhood compatibility;
3. Consideration (compensation); and
4. Utility of existing Right-of-way

Staff and the Planning Commission find that the applicant's request to convey a segment of the walkway is consistent with criteria set forth in Resolution 8-98 and for the results in net public benefits which include.

1. Restoration of an existing historically significant residential structure;
2. Conversion of the historic structure back to a less-intensive single family use *(no increase in density/decrease in intensity of use)*;
3. Creation of a semi-detached garage which provides off-street parking in a manner which does not compromise the integrity of the historic residence; and
4. Maintaining and reconstruction *(at the applicant's expense)* the segment of the Crescent Tramway Pedestrian Walkway through the property which is currently in a state of slow deterioration; and
5. Preservation of the Crescent Tramway Pedestrian Walkway for public use.

Staff notes that due to the small size of the tract sought to be conveyed, and its use as a pedestrian walkway and utility easement, this conveyance does not qualify as a disposition of a significant parcel of real property under Section 2-3-15 of the Municipal Code.

NOTICE:

Notice of this hearing was sent to property owners within 300' on December 29, 2004. Staff has received comments from an adjacent property owner to the north, Camille Hazlehurst. Ms. Hazlehurst expressed a concern regarding the nature of the 1990 dedication of the Crescent Tramway Walkway across a portion her property to the City. The proposed plat amendment and vacation does not include any of the Hazlehurst property. The proposal for the applicant to reconstruct the existing Crescent Tramway Walkway is conditioned upon the walkway being replaced in its existing historic location *(prescriptive right-of-way or otherwise)* and width.

DEPARTMENT REVIEW:

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the final plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on November 2, 2004, where representatives from local utilities and City Staff were in attendance. No additional unresolved issues or concerns were raised.

RECOMMENDATION:

The Planning Department finds that the plat amendment complies with the requisite Land Management Code requirements. Staff further finds that the request to convey the City-owned segment of the Crescent Tramway pedestrian walkway through the applicant's property, as conditioned, meets the criteria of Resolution 8-98.

Staff recommends that the City Council review the application, conduct a public hearing and adopt the attached ordinance.

EXHIBITS

Exhibit A – Ordinance

Ordinance No. 05 -

An Ordinance Approving a Plat Amendment to Combine Four Metes and Bounds Parcels in Block 13 of the Snyders Addition Into One Lot of Record Known As The Kuhle Subdiivision, and Approving a Conveyance of City-Owned Portion of The Crescent Tramway Walkway Across Said Property, located at 713 Norfolk Avenue in Park City, Utah.

WHEREAS, the owner of property located at 713 Norfolk Avenue have petitioned the City Council for approval of a plat amendment and have petitioned for the conveyance of a portion of the Crescent Tramway Walkway as shown in attached Exhibit 1; and

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

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

WHEREAS, the Planning Commission held a public hearing on January 12, 2005, to receive input on the proposed plat amendment; and

WHEREAS, the Planning Commission, on January 12, 2005, further discussed the plat amendment and conveyance of a portion of the City-owned Crescent Tramway and forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 28, 2005 the City Council held a public hearing and approved the proposed plat amendment and conveyance of said City-owned property in exchange for an equivalent-sized public pedestrian and utility easement; and

WHEREAS, it is in the best interest of Park City, Utah to approve the plat amendment and conveyance of a portion of the City-owned Crescent Tramway; and

WHEREAS, the City-owned property conveyance request is consistent with the Council Resolution No. 8-98.

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

SECTION 1. APPROVAL. The plat amendment and conveyance of a portion of the City-owned Crescent Tramway, as shown in Exhibit 1, are approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.

3. The amendment will combine four metes and bounds parcels in Block 13 of the Snyder's Addition into one lot of record.
4. The proposed lot will be 6,332 square feet.
5. The lot has access off of Norfolk Avenue.
6. A historically significant residential building is located on the property.
7. A segment of the historic Crescent Tramway bisects the property varying in width from 5-11feet in width and is approximately 115 feet in length.
8. The segment of the Crescent Tramway walkway crossing the applicant's property was acquired by the City on August 30, 1990 from the Sweeney Land Company.
9. The Crescent Tramway walkway is not a significant parcel of real property per Municipal Code Section 2-3-15.
10. The applicants filed a request for the City to convey the segment of the historic Crescent Tramway which bisects the property on October 7, 2004 in exchange for the applicant dedicating an equivalent-sized public pedestrian and utility easement as to be determined by the City Engineer and rehabilitating/reconstructing the existing walkway in its current location and width. The Crescent Tramway walkway easement is approximately 5-11 feet in width and approximately 115 feet in length.
11. No additional density of the property is created as a result of this application
12. No remnant lots will be created as a result of this application.

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:

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.

The final plat shall include a public pedestrian and utility easement for the segment of the historic Crescent Tramway which crosses the property. The width and location of the easement shall be approved by the City Engineer and Legal Department prior to plat recordation.

No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

The applicant shall at his/her full expense rehabilitate/reconstruct the Crescent Tramway pedestrian walkway in a manner approved by the City Engineer. Any additional survey information necessary pertaining to the walkway and/or easement shall be at the property owner's expense. The rehabilitation/reconstruction of the Crescent Tramway pedestrian walkway is a condition precedent to any future Certificate of Occupancy and/or Certificate of Completion for improvements to the property.

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.

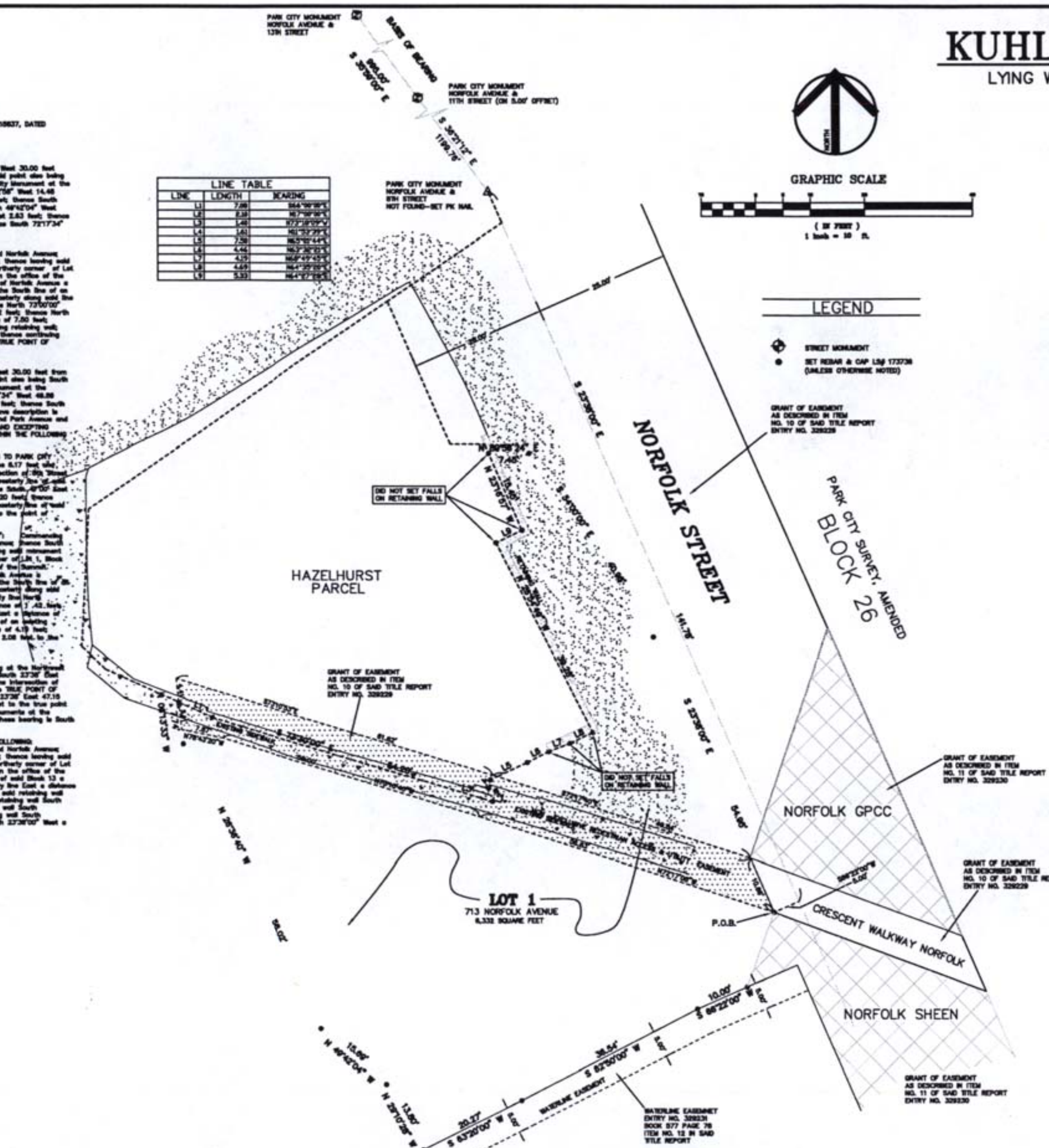
Park City Municipal Corporation will convey its interest of the walkway identified on the plat to the applicant via quit claim deed, reserving to itself a public pedestrian and utility easement in a form to be approved by the Legal Department.

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

PASSED AND ADOPTED this 28th day of April, 2005.

KUHLE SUBDIVISION PLAT

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



PARK CITY SURVEYING

PAGE 1 of 1

PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
APPROVED AND ACCEPTED BY THE ____ PARK CITY PLANNING COMMISSION ON THIS DAY OF ____ A.D. 20__. ____ CHAIRMAN	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____, 2004 A.D. BY ____ PARK CITY RECORDER	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ____, 2004 A.D. BY ____ S.B.W.R.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____, 2004 A.D. BY ____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ____, 2004 A.D. BY ____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____, 2004 A.D. BY ____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ____ DATE ____ TIME ____ BOOK ____ PAGE ____ ____ FEE ____ RECORDER

Z:\O\S\OLDTOWN\Snyders Addition\KUHLE PLAT rev2 3-3-05.dwg.dwg, 3/21/2005 9:39:23 AM, 1:21.403

City Council
Staff Report

PARK CITY 1884

Author: **Eric DeHaan, P.E.**
Subject: **ACCEPTANCE OF CERTAIN EMPIRE PASS IMPROVEMENTS**
Date: **April 28, 2005**
Type of Item: **Administrative**

CITY ENGINEER

Summary Recommendations:
The City Council should adopt the Ordinance accepting certain public improvements at Empire Pass.

Topic:
Much construction has occurred at Empire Pass, formerly known as Flagstaff, since 2002. Several roads or portions thereof, together with numerous utilities of different types, have been constructed. All construction has been in substantial compliance with numerous Planning Commission approvals. Construction of the relevant public improvements has been completed and inspected by the City Engineer. This action will transfer ownership of certain improvements at Empire Pass to the City for Public operation. Many of the Empire Pass roads will be privately maintained. Those roads have not been inspected by Park City nor will they be accepted by the City.

Background:
On June 24, 1999, the City Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655-acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a “large-scale” master planned development approval and set forth the types and locations of land use and maximum densities. Since 1999 the staff has worked with the Flagstaff and Empire Pass developers to approve road and utility designs which are as efficient as possible given the sprawling development plans and the significant vertical rise in Empire Pass’ topography.

Analysis:
The main road through Empire Pass, Marsac Avenue, as of this date remains a state road. The other roads are privately-owned and privately-maintained, generally by the Empire Pass Master Owner’s Association (HOA). The HOA also augments UDOT’s maintenance of Marsac Avenue. Consequently, Park City’s responsibility for maintenance primarily includes only the major water improvements. PCMC, United Park City Mines, the HOA, and Blue Ledge Corporation entered into a Maintenance Agreement which stipulates that the obligation to maintain and repair the roadways, walkways, bridges, tunnels, water system and “the various components of the public infrastructure located within the Flagstaff Development”

shall be the responsibility of the Master HOA and various Sub-associations. However, the agreement excludes the main water line in Marsac Avenue and the water tanks, pump stations, pressure reducing valves, and appurtenances.
As of this date, the developer has completed the Flagstaff 1.0-million-gallon Lodge Tank, the water system in Marsac Avenue, Pump Station #2 (but not Pump Station #1, which is proposed to be built in Empire Canyon above the end of Daly Avenue this summer), the supply line to the Empire Canyon Day Lodge from Bald Eagle, and the Northside Village water system. The construction of the water line in Empire Canyon from the Empire Day Lodge offsite to Daly Avenue is largely complete but will be affected by the construction of Pump Station #1, so it is not being accepted for City maintenance at this time. As if this isn't complicated enough, some of the improvements have already been included in Park City's capital inventory required by GASB 34 since we have been cooperating in the operation of the system, but that inclusion does not take the place of this action by the City Council.

Marsac Avenue and its utilities cross the disputed Marsac Claim. Park City holds a guarantee from United Park City Mines holding the City harmless from costs or damages arising from the dispute involving Mayflower Stichting, et al., and United Park City Mines. The guarantee includes the cost to relocate all utilities, if necessary. The City may receive correspondence related to the dispute and is relying on the courts and the various guarantees to protect us and the taxpayers from any claims.

Guided tours of the facilities are available upon request through the City Engineer's office at 435/615-5075.

Department Review:

This report has been reviewed by the Public Works Department and the City Manager.

Alternatives:

Approve the Request:

A. Approving the ordinance will transfer ownership of certain public improvements to Park City in an orderly fashion, and get the developer and his contractors out of the pump-station maintenance function.
B. Continue the Request: If the Council has questions or needs more information they can continue the item.

Significant Impacts:

Accepting the Empire Pass water system improvements listed in the Ordinance will add to the City's growing maintenance obligations, which will translate into higher operation budgets. Our water system is necessarily very complicated because of the large vertical elevation differences among our various neighborhoods. Although the maintenance agreement discussed in the report will help Park City avoid some of the costs normally associated with a municipal water system, the Flagstaff/Empire Pass development is fundamentally energy-inefficient and time-intensive.

Consequences of not taking the recommended action:
If the City does not accept the public improvements listed in the ordinance, the responsibility for maintenance of Pump Station #2, the Lodge Tank, the Northside Village Pressure Reducing Station, and various lines and appurtenances will be blurred. A well-run water system is fundamental to the health, safety, and welfare of the general public, and acceptance of the public improvements listed in the ordinance is crucial in that regard.

Recommendation:
The City Council should adopt the Ordinance accepting certain public improvements at Empire Pass.

Exhibits:
Ordinance Accepting Certain Public Improvements at Empire Pass.

AN ORDINANCE ACCEPTING CERTAIN PUBLIC IMPROVEMENTS AT EMPIRE PASS IN PARK CITY, UTAH.

WHEREAS, recorded subdivision plats for Marsac Avenue and Northside Village in Empire Pass were reviewed by the Park City Planning Commission and approved by the City Council; and

WHEREAS, construction of streets known as Marsac Avenue, also known as State Route 224, and Northside Court, and Hawkeye Place have been completed by the developer; and

WHEREAS, related water system infrastructure has been completed by the developer; and

WHEREAS, Park City has adopted Land Management Code Section 15-7.2-3, which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of Title 15 Chapter 7 of the Land Management Code; and

WHEREAS, certain water system improvements within and adjacent to the developments described above were installed in accordance with the ordinances in effect at the time of plat recordation, and have been duly inspected by the City Engineer.

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

SECTION 1. PUBLIC IMPROVEMENTS. The City hereby accepts from the Developer the following water system improvements at Empire Pass:
The 1,000,000-gallon Lodge water tank, together with its drainvalve vault, drain line, and on-site appurtenances;

- The Marsac Avenue water lines, including valves, and adjacent fire hydrants, and the Northside Village pressure-reducing valve vault;

- Pump Station #2, located east of the Empire Canyon Day Lodge, and the components within the pump station serving the Lodge water tank;

- The supply line to Pump Station #2 from Bald Eagle Club Condominium;

- The water lines and appurtenances within Northside Village, up to the meter boxes.

The City does not accept the water line in Empire Canyon below Empire Pass at this time.

SECTION 2. MAINTENANCE Nothing in the ordinance shall be construed to modify or eliminate any maintenance obligations assigned to the developer or the Empire Pass Master Owner's Association under the separate maintenance agreement between the parties. Park City specifically does not accept any maintenance responsibility for the stone veneer on Pump Station #2, nor for the grass and the flowers, or the lack thereof, on top of or near the Lodge water tank. Marsac Avenue remains a State Highway until such time as the jurisdictional transfer shall have been approved by the Park City Council and the Transportation Commission of the State of Utah. The developer is responsible for repairs to the improvements described in Section 1 arising from improper materials or installation for a period of one year. A financial guarantee shall be retained by the City for this one-year period.

SECTION 3. WATER SOURCES Nothing in this ordinance relieves the developer of its obligations to provide source(s) of water for Empire Pass in accordance with the Development Agreement between the parties, together with related agreements.

SECTION 4. EFFECTIVE DATE This Ordinance shall be effective upon adoption by Council and publication.

PASSED AND ADOPTED this 28th day of April, 2005.

City Council
Staff Report

Budget, Debt and Grants

Author: **Phyllis McDonough Robinson**
Subject: **Boys and Girls Club MOU**
Date: **April 28, 2005**
Type of Item: **Administrative**

Summary Recommendations: Approve a Memorandum of Understanding between the Boys and Girls Club of Greater Salt Lake and Park City Municipal Corporation.

Description:

Topic:
Boys and Girls Club of Greater Salt Lake Memorandum of Understanding (MOU)

Background:
Boys and Girls Clubs of America and the federal Office of Justice provide operating grants to Boys and Girls Clubs across the country for programs in municipalities that are members of the National Parks and Recreation Association. Park City Municipal Corporation is the only qualifying municipality in Utah.

Boys and Girls Club of Salt Lake applied and received a $25,000 grant for their Park City Club. A condition of funding is that Boys and Girls Club Salt Lake must demonstrate a formalized collaborative relationship with Park City. They are contributing funding from the grant for the *Take Pride in Your Park Day* and will be looking for other opportunities to collaborate with Park City in the park and throughout town.

The Boys and Girls Club of Greater Sale Lake operates a program at Ecker Hills Middle School and Treasure Mountain Middle School, as well as a new program within City Park. The City has a Special Service Contract with the Boys and Girls Club through June 30, 2005 and a pending request for renewal.

Analysis:
The MOU (Exhibit A) following this staff report acknowledges the collaborative relationship between Park City and the Boys and Girls Club of Salt Lake. It addresses the current collaboration in *Take Pride in the Park Day* and demonstrates a mutual intent to seek other joint activities. It is an at-will agreement and does not obligate the City to any specific action beyond informing the Boys and Girls Club of Salt Lake of opportunities for collaboration.

Department Review:

Budget, Debt and Grants, Recreation, Special Events, Legal and the City Manager have reviewed this staff report.

Alternatives:

A. Approve the Request:
Council could approve the request by the BGC Salt Lake for a MOU.

B. Deny the Request:
Council could deny the request for a MOU.

C. Continue the Item:
Council could continue the item and direct Staff to return with additional information.

Significant Impacts:
There are no anticipated negative impacts on staff time or resources should Council accept the MOU. The grant will provide additional resources for Park City youth participating in the Boys and Girls Club.

Consequences of not taking the recommended action:
The consequence of not taking the recommended action is the loss of opportunity of funding for the Boys and Girls Club Salt Lake for activities in Park City. This could result in a loss of program opportunities in for the Park City Club.

Recommendation:
Staff recommends that the City Council approve the MOU as presented.

Attachments:
Exhibit A: MOU between Boys and Girls Club Salt Lake and Park City Municipal Corporation

MEMORANDUM OF UNDERSTANDING
BETWEEN
BOYS & GIRLS CLUBS OF GREATER SALT LAKE
AND
PARK CITY MUNICIPAL CORPORATION

BACKGROUND:

Boys & Girls Clubs of Greater Salt Lake provides positive programs, services and activities for Park City youth during after school hours in a building in City Park owned by and leased from Park City Municipal Corporation.

This Memorandum of Understanding established guidelines for a collaboration between the two organizations for the purpose of better serving the youth of Park City.

AGREEMENT:

The parties agree that by establishing a collaboration both parties can more effectively serve the youth of Park City. The parties agree to the following:

- Club members will participate in and provide service during the upcoming "Take Pride in the Park" event, sponsored by Park City on May 7, 2005.

- Boys & Girls Clubs of Greater Salt Lake and Park City, including the Parks and Recreation Department, will explore additional ways to collaborate on joint activities that can be held in the City Park and other venues throughout Park City. Both parties will discuss mutually agreeable events and, where possible, share resources for the purpose of creating a more effective service to the citizens of Park City.

- Park City, including the Parks and Recreation Department, will inform the Boys & Girls Club of opportunities in which Club members may participate in or provide service during City-sponsored events.

DURATION:

This MOU is at-will and may be modified by mutual consent of authorized officials of Park City and Boys & Girls Clubs of Greater Salt Lake. This MOU shall be effective upon the signature by authorized officials from Park City and Boys & Girls Clubs of Greater Salt Lake. This MOU will remain in effect until at least June 30, 2005, or until modified or terminated by mutual consent of Park City Municipal Corporation or Boys & Girls Clubs of Greater Salt Lake.

DATE: April 28, 2005
DEPARTMENT: Legal
AUTHOR: Tim Twardowski, Assistant City Attorney
TITLE: Award of Franchise Agreement to Dad's Ice Cream L.L.C. to allow ice cream vending within the public right-of-way
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Dad's Ice Cream L.L.C. to allow ice cream vending within the public right-of-way for a one year term with automatic renewal for four successive one year terms unless either party provides the other written notice of its intent not to renew.

DESCRIPTION:

Topic:

Street Vendors (a.k.a. Ice Cream Truck): Title 4, Chapter 3, Section 8 of the Municipal Code

Background:

In 1997, the City Council amended Title 4, Chapter 3, Section 8 of the Municipal Code to allow limited use of the City's rights-of-way for street vending by ice cream trucks by award of a franchise agreement. Despite the Council's action, the interested vendor never started his proposed business. The current applicant, Dad's Ice Cream, L.L.C., has operated in the Wasatch Front since 1981 and in Park City (pursuant to a previously approved franchise agreement) since 2003.

Analysis:

The main points of the agreement are as follows:

1. TERM/REVOCATION

The initial term of the franchise agreement is for one year, with automatic renewal for four successive one year terms unless either party provides the other written notice of its intent not to renew on or before March 1st of any term. The City retains the right to revoke the franchise if the grantee either violates the term of the agreement or if the City finds the franchise incompatible with traffic or neighborhoods. The Grantee will have one opportunity for a hearing prior to termination, but waives any subsequent rights and the City may make the decision in its sole discretion.

2. FEE

The proposed fee is $100, which is equivalent to the business license fee for construction site vendors as established by resolution. Given the restrictions and revocability imposed by the City, a higher fee is not recommended at this time. Some factors that would warrant a higher fee in the future are increased term or expanded service area.

3. SERVICE AREA

The service area is defined by the Code and is limited to the single family (SF) zones and the MPD-RD zones within Park Meadows. The Aerie Subdivision is specifically excluded and the Iron Canyon Subdivision was since it is engulfed by SF zone. A map will be presented at the meeting. If the Council decides at some time to amend the Code to expand the area, the Agreement would include the new area.

4. STANDARDS

The agreement sets forth criteria for service in Section 3. These include a mirror on the front of the vehicle, no sales within the driving lanes, use of a swing arm, no towing, inspection by the Health Dept., and maximum music levels consistent with the noise code. The hours of operation shall be from 12 noon until dusk. The Agreement also prohibits sales in speed zones over 25 mph, school zones, at or within 30 feet of an intersection and to patrons of either golf course in town.

The applicant has reviewed the Agreement and has not raised any issues.

Department Review:

The Legal, Finance, CDD and the Police Department reviewed this matter.

ALTERNATIVES:

A. Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Dad's Ice Cream L.L.C. to allow ice cream vending within the public right-of-way for an initial one year term with automatic renewal for four successive one year terms unless either party provides the other written notice of its intent not to renew on or before March 1st of any term. This is the recommended action.

B. Continue the Item. If the Council would like more information on this matter, it may postpone action on the agreement and request additional information.

C. Deny the Request. This action would be contrary to Council direction upon adoption of Title 4, Chapter 3, Section 8 of the Municipal Code.

SIGNIFICANT IMPACTS: The proposed changes would allow street vending in the single family zones. After the first season, staff will evaluate the effects of the franchise prior to re-authorizing another year, and recommend changes as necessary.

RECOMMENDATION: Award a franchise agreement (Attachment A, in a form approved by the City Attorney, to Dad's Ice Cream to allow ice cream vending within the public right-of-way for an initial one year term with automatic renewal for four successive one year terms unless either party provides the other written notice of its intent not to renew on or before March 1st of any term.

Attachments:

A—Street Vendor Franchise Agreement

STREET VENDOR FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between **PARK CITY MUNICIPAL CORPORATION**, hereinafter referred to as "Franchising Authority" and **DAD'S ICE CREAM WAGONS, L.L.C.,** a Utah limited liability company hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to provide vending services to the community, desires to enter into this Franchise Agreement with the Grantee.

SECTION 1)

Definition of Terms

a) **Terms**. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below:

i) "Franchise" shall mean the authorization to conduct the business of an ice cream vendor as prescribed herein.

ii) "Franchising Authority" means Park City Municipal Corporation or the lawful successor, transferee, or assignee thereof.

iii) "Grantee" means Dad's Ice Cream Wagons, L.L.C., or the lawful successor, transferee, or assignee thereof.

iv) "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

v) "Public Way" shall mean the surface of any public street, alley, court, boulevard, parkway, way, lane, road, drive, circle, or other public right-of-way. Public way shall not include bike paths, sidewalks, trails or other pedestrian ways, private driveways or roads.

vi) "Service Area" means the present boundaries of all Single Family Zones (ASF@) including the Iron Canyon Subdivision but excluding the Aerie and Sunnyside Subdivision, and including the MPD-RD zone within the Park Meadows area, as designated on attached Exhibit A of the Official Zoning Map of the Franchising Authority, and shall include any additions thereto by amendment to Municipal Code Section 4-3-8, annexation or other legal means.

SECTION 2)
Grant of Franchise

a) **Grant**. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to operate a mobile street vending operation limited to the sale of ice cream and related food products from a single vehicle within Public Ways within the Service Area, subject to the terms herein.

b) **Term**. The Franchise granted hereunder shall be for an initial term of one year commencing on May 1, 2005 and terminating on April 30, 2006, unless otherwise lawfully terminated in accordance with the terms of this Franchise. This Franchise shall automatically renew for four (4) additional successive one year terms unless either party provides written notice to the other of its intent not to renew no later than January 1st of the current term.

c) **Franchise Fee**. The Grantee shall pay to the Franchising Authority a franchise fee of $100, which shall include the business license fee. This franchise fee is the same as the City's current construction vendor fee and if that fee is amended by resolution, accordingly so shall this franchise fee.

d) **Renewal of Franchise.** Except as provided at Paragraph 2.2 above, no renewal right is granted herein.

e) **Franchise Non-Transferable**. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority.

SECTION 3)
Standards of Service

a) **Conditions of Street Occupancy**. All operations shall be conducted so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

b) **Relocation at Request of the Franchising Authority**. Grantee shall at all times obey public safety officers of the Franchising Authority and their designees. Upon order of any public safety officer, Grantee shall immediately relocate to a location designated by the officer.

c) **Safety Requirements**. Operation of the Franchise shall be performed in accordance with applicable state, county and city health and traffic regulations. The Grantee shall not endanger or interfere with the safety of persons or property in the

Service Area. The Grantee's vehicle shall conform to the following requirements, which may be amended by the Franchising Authority upon written notice to the Grantee:

A. The vehicle shall have a clearly-audible back-up device activated when the vehicle is in reverse. The Grantee or driver may not move the vehicle backwards for the purpose of selling or displaying food products.

B. A convex mirror mounted on the front of the vehicle so that the driver in a normal driving position may see the area in front of the vehicle which would otherwise be obscured by the hood.

C. The driver of the vehicle shall engage a yellow flashing beacon on top of the vehicle to alert motorists that the vehicle is in operation and selling food.

D. The vehicle shall have an operable swing arm to engage when selling food to warn oncoming traffic to slow.

E. The vehicle shall not pull a trailer or any other vehicle.

F. The vehicle shall have been inspected by the Summit County Health Department prior to operation.

G. The hours of operation shall be limited from twelve noon to dusk. The Grantee shall only sell to persons on sidewalks, side of the street or other pedestrian area; the Grantee shall not sell to any person standing within the paved roadway (driving lane).

H. The Grantee shall not sell food: 1) in speed zones in excess of 25 miles per hour; 2) in any school zone; 3) to patrons of either the Park City Golf Course or the Park Meadows Golf Course; nor 4) within an intersection or within 30 feet of an intersection.

I. The Grantee shall be allowed to play music from the vehicle during hours of operation at a decimal level established by the Park City Police Department, which in no event shall exceed a level which is plainly audible from a distance greater than 50 feet.

J. Grantee shall conduct background checks on all drivers to ensure that no drivers are registered sex offenders nor have been convicted of any felony.

SECTION 4)
Insurance and Indemnification

a) **Insurance Requirements**. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Automobile Liability Insurance with limits not less than $1,000,000 combined single limit per accident for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured by endorsement. Such insurance shall be unrestricted and primary to any City insurance. The City's insurance is non-contributory and excess. Such insurance shall be non-cancelable except upon 30 days prior written notice to the Franchising Authority.

b) **Indemnification**. The Grantee shall defend, indemnify and hold the Franchise Authority 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 to the extent permitted by law, brought against the Franchising Authority arising out of, in connection with, or incident to the operation of the Franchise and/or the Grantee's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Franchising Authority, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee; and provided further, that nothing herein shall require the Grantee to hold harmless or defend the Franchising Authority, its agents, employees and/or officers from any claims arising from the sole negligence or intentional torts of the Franchising Authority, 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.

The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 5)
Enforcement and Termination of Franchise

a) **Notice of Violation**. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

b) **Grantee's Right to Cure or Respond**. The Grantee shall have 3 days from receipt of the notice described in Section 5.1 to respond to the Franchising Authority to: (a) cure such default; or (b) in the event that, by the nature of default, such default cannot be cured within the 3-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority must consent to additional time to cure the default; such consent shall not be unreasonably withheld. In the event that the Grantee fails to respond to the notice, or in the event that the alleged default is not remedied within 3 days or the date projected pursuant to above and agreed upon by the Franchise Authority, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the Aexperimental@ grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

5.3 Traffic or Neighborhood Incompatibility. Grantee acknowledges that the Franchising Authority granted this Franchise as an on-going Aexperiment.@ If the Franchising Authority believes that the operation of the Franchise, regardless of compliance with all the terms herein, has created an unreasonable traffic impact or negatively impacted the citizens of the Service Area as evidenced by complaints, and those impacts cannot be mitigated through the imposition of the additional conditions, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the Aexperimental@ grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

SECTION 6)
Miscellaneous Provisions

a) Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

b) Amendments. This Agreement may not be amended except by written agreement properly executed by both parties.

c) Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.
The notices or responses to the Franchising Authority shall be addressed as follows:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480

Park City, UT 84060-1480

The notices or responses to the Grantee shall be addressed as follows:

Dad's Ice Cream, L.L.C.
Attn. Donald G. Gansen
8679 S Redwood Rd
West Jordan, Utah 84088

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other.

d) **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

e) **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

6.6 **Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah.

6.7 **Venue.** Any action initiated before a court of law shall be in a court of proper jurisdiction in Summit County, Utah.

6.8 **Effective Date**. The effective date of this Franchise is May 1, 2005.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on April ___, 2005.

Author: Craig Sanchez
Subject: Assignment of Golf Concessionaire Agreement
Date: April 28, 2005
Type of Item: Administrative

Summary Recommendation:
Approve the assignment of the golf course food and beverage concession lease agreement at the Park City Golf Club from Riverhorse on the Green to HPC Resorts LC , (DBA: The Sleigh) in a form to be approved by the Legal Department.

Topic: Assignment of the agreement for the food and beverage concession at the Park City Golf Club.

Background:

On April 17, 2003, the City Council approved a three year concession agreement with Riverhorse on the Green to operate the food and beverage concession at the Park City Golf Club. This operation consists of on course distribution of food and beverage and a grill room inside of Hotel Park City. In the fall of 2004 Riverhorse on the Green discontinued their lease with Hotel Park City to operate the food and beverage concession for the Hotel. The Sleigh now provides this food and beverage service for the Hotel.

Analysis:

Staff met with Riverhorse on the Green's representatives this winter to discuss options for providing the on course food and beverage service to the golf course. At that time they did not have interest in continuing the lease and stated their desire to assign the remaining year of the lease over to The Sleigh. Staff agrees that this would be the best scenario for this year, the final season of the concession agreement. They Sleigh has the needed storage space and facilities to provide the best service for our customers. The current lease will expire at the end of the 2005 golf season. At that time staff will issue a new RFP for the operation of the concession beginning with the 2006 season. Aside from the assignment of Riverhorse on the Green's rights, responsibilities, and obligations to The Sleigh, the current golf concession agreement remains unchanged. A draft of the assignment is attached. Also attached is the current concession agreement.

Review:

The City Manager, City Attorney, and the Recreation / Library Department have reviewed this report.

Alternatives:

- **Approve the Request:** This is the recommended action.

- **Deny the Request:**

Council could deny the request keeping the current lease agreement. Because Riverhorse on the Green is no longer operating a restaurant at the Hotel Park City, their ability to fulfill the final year of the concession agreement is questionable.

- **Continue the Item:**

Council could continue the item and direct staff to provide further information at a future date. Depending on the length of any continuance, the provision of on course food and beverage concessions at the beginning of the golf season may be jeapordized.

D. Do Nothing:

This would have the same effect as alternative B.

Recommendation:

Approve the assignment of the golf course food and beverage concession lease agreement at the Park City Golf Club from Riverhorse on the Green to HPC Resorts LC , DBA: The Sleigh in a form to be approved by the Legal Department.

CONSENT OF ASSIGNMENT OF GOLF COURSE CONCESSION AGREEMENT

Pursuant to Paragraph 21 of the Concession Agreement dated April 17, 2003 by and between PARK CITY MUNICIPAL CORPORATION ("City") and RIVERHORSE ON THE GREEN ("Concessionaire"), the City hereby consents to the assignment of the Concession Agreement as follows:

WHEREAS, the City and Concessionaire entered into a Concession Agreement (attached hereto as Exhibit A) wherein Concessionaire was obligated to provide food and beverage sales service on the Park City Golf Course through the 2005 golf season; and

WHEREAS, Concessionaire no longer operates a restaurant at the Hotel Park City, thereby jeopardizing Concessionaire's ability to perform their obligations of the Concession Agreement; and

WHEREAS, HPC Resorts LC, dba Sleigh Restaurant has assumed operation of the restaurant facility at the Hotel Park City and desires to assume Concessionaire's rights, responsibilities, and obligations pursuant to the Concession Agreement; and

WHEREAS, the City and Concessionaire desire to consent to the assignment of Concessionaire's contractual obligations to HPC Resorts LC, dba Sleigh Restaurant;

NOW THEREFORE, in consideration of the covenants and agreements of the respective parties to the Concession Agreement, the parties thereto hereby agree as follows:

1. **Assignment**. Pursuant to Paragraph 21 of the Concession Agreement, the City, Concessionaire, and PRR Restaurants, dba Sleigh Restaurant hereby agree to the assignment of Concessionaire's rights, responsibilities, and obligations to HPC Resorts LC, dba Sleigh Restaurant, a Utah corporation having a principal business address of 2001 Park Avenue, Park City, Utah 84060.

2. **Other Terms**. All other terms of the Concession Agreement are in full force and effect.

DATED THIS 28th day of April, 2005.

CONCESSION AGREEMENT
PARK CITY GOLF COURSE

This Agreement is made and entered into as of this 17th day of April, 2003, by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City") and **RIVERHORSE ON THE GREEN**, ("Concessionaire").

WITNESSETH:

WHEREAS, the City owns an area known as Park City Municipal Golf Course [hereinafter "Golf Course"] which is open and available to the residents and visitors of Park City for recreation; and,

WHEREAS, the City desires to have available on the Golf Course food and beverage refreshment available to the users of the Golf Course; and,

WHEREAS, Concessionaire desires to sell food and beverage refreshment on the Golf Course; and,

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession**. During the term of the agreement, the Concessionaire will be granted the non-exclusive right, on the Golf Course, to operate a food concession business, serving food and beverages to patrons of said Golf Course. The scope of service shall be as specified in the proposal attached hereto as "Exhibit A" unless otherwise specified herein.

2. **Term**. The term of this Agreement shall be for the 2003 through 2005 Golf Season, this agreement will be for 3 years.

3. **Rent**. Concessionaire agrees to pay the City as rent for the use of the premises the sum of Five Hundred Dollars ($500.00) per month beginning opening day and on the first day of the each month during the term. The rent shall be paid to the Park City Municipal Corporation, Park City Golf Course, P O Box 2067, Park City UT 84060. The rent shall be pro-rated for any partial month. Any payment not made within fifteen (15) days of due date shall automatically bear

interest at the rate of eighteen (18) percent per annum from the date payment became due. Daily closings because of weather will not affect this monthly rent.

4. **Commission**. Concessionaire agrees to pay as commission on tournament banquets and any on-site catering the sum of 5% of gross sales less the sales tax payable on sales from Golf Course booked events. Payment for the banquet will be made by the tournament sponsors to Concessionaire. Concessionaire shall supply detailed financial information on the banquet or catering and shall pay Golf Course's commission each month with the rent payment.

5. **Accounting**. Tenant shall provide City with an accurate accounting of their operation by November 15, 2003, to include the following information:

(A) The actual number and dates of banquets catered by Concessionaire.

(B) Total gross receipts from sales.

(C) A profit or loss statement.

6. **Authorized Use**. Concessionaire may sell beer, provided that Concessionaire secures proper licenses and complies with all federal, state and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 19 below.

7. **Payment of Taxes and Other Assessments**. Concessionaire shall pay all taxes and other assessments for its business during the term of this concession agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

8. **Insurance and Indemnity**. The Concessionaire covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees from all fines, suits, claims, demands, and actions of any kind including attorneys' fees and nature by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of its business hereunder and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Concessionaire agrees to maintain a comprehensive general liability insurance policy naming the City as an additional insured satisfactory to the City, protecting both the Concessionaire and the City against public liability, products liability and property damage. Concessionaire is required prior to the execution of this agreement, to furnish to the City a certificate of insurance certifying coverage in the following minimum amounts:

A. Public Liability
Each person - $1,000,000
Each occurrence - $2,000,000
This shall include but not be limited to products liability.

B. Property damage
Each Occurrence - $250,000

Said Certificate of Insurance shall name the City as an additional insured and shall provide that the City shall receive 30 days written notice of cancellation.

Concessionaire shall also carry a policy of dramshop liability insurance in an aggregate amount of at least ($1,000,000.00) per person and ($500,000.00) per incident or occurrence or a greater amount if required by the State of Utah.

Concessionaire shall also carry and provide proof to the City of payment of Workman's Compensation premiums for all employees.

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

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

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

12. **Hours of Operation**. The Concessionaire will have the concession open for business to the public during the season the Golf Course is open to the public. The exact dates and hours the concession will be open by the Concessionaire are the same as those for the Golf Course operation.

13. **Type of Operation**. Concessionaire agrees to maintain and operate the concession in a first-class manner and will keep the premises in a safe, clean, orderly and inviting condition at all times. The concession is to be operated as a convenience to the Golf Course patrons, therefore all food, drinks, beverages, confections and other items sold or kept for sale under the concession will be of high quality and pure. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous and efficient.

14. **Concessionaire's Employees**. The Concessionaire will agree to retain an active, qualified, competent and experienced employee at the concession to supervise the concession operations. The Concessionaire agrees to be an Equal Opportunity Employer and will hire qualified employees without regard to religion, creed, color, sex, age, national origin or handicap status. The employee must be authorized to represent and act in behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not employ any person or person, in or about the premises who shall use improper language or act in a loud, boisterous or otherwise improper manner. The Concessionaire agrees to dispense with the services of any employee whose conduct the City feels is detrimental to the best interests of the City.

15. **Laws, Ordinances, Etc**. The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

16. **Garbage Disposal**. The Concessionaire will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the concession. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the

Golf Course or surrounding premises, will not be permitted and must be removed daily to designated dumpster.

17. **Quality, Price and Product Control**. The Concessionaire will serve and dispense first-quality foods and products in adequate portions, at prices which are reasonable and comparable to those maintained at other similar food dispensing concessions in Park City and Summit County.

18. **Alcoholic Beverages**. Concessionaire may only sell beer or wine coolers which have an alcohol content of 3.2% or less and all beer or wine coolers must be distributed or dispensed by the Concessionaire in cans or bottles packaged by the manufacturer. Additionally, Concessionaire must comply with all federal, state and municipal laws and ordinances relating to alcoholic beverages, beer or liquor. Prior to any beer sales, Concessionaire must obtain the appropriate Park City beer license(s) and provide proof of the required Dramshop coverage.

19. **Party at Fault**. In the event either party shall enforce the terms of this concession by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the cost and expense thereto including reasonable attorney's fees.

20. **Failure to Perform Covenant**. Any failure on the part of either party to this concession to perform any obligation hereunder and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform. To the extent and for the period that such cause continues, save and except under the provisions of this paragraph, shall not excuse a non-payment of rent hereunder on its due date.

21. **No Assignment Without Prior Consent**. The covenants and agreements contained within this license shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned without the prior written consent of the City.

22. **Time**. Time is of the essence of this concession and every term, covenant, and condition herein contained.

23. **Paragraph Headings**. The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

24. **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

Riverhorse on the Green DBA
Jerry Gilomen
PO Box 682005
Park City, UT 84068

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, Mayor

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Timothy C. Twardowski

Timothy C. Twardowski, Assistant City Attorney

PARK CITY SUMMIT COUNTY UTAH CORPORATE MARCH 1, 1884 Seal

RIVERHORSE ON THE GREEN, DBA

Jerry Gilomen, Managing Member
Riverhorse on the Green, DBA
PO Box 682005
Park City, UT 84068

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 25 day of APRIL , 2003, before me, the undersigned notary, personally appeared Jerry Gilomen, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Managing Member for Riverhorse on the Green, a DBA.

Janet M. Scott
Notary Public
My commission expires:

K:\ADMIN\CC\Cc03\packets\RiverhorseLease2003.wpd

NOTARY PUBLIC
JANET M. SCOTT
445 MARSAC AVE. P.O. BOX 1480
PARK CITY, UT 84060
MY COMMISSION EXPIRES
MARCH 11TH, 2004
STATE OF UTAH

EXHIBIT A
SCOPE OF SERVICES

1. Description of Food and Beverage service:

a. Service Provider shall perform the food and beverage concession for Park City Golf Club. The Service Provider shall provide on course food and beverage to the golfing public, on golf course property. On course concession service will be conducted with a food and beverage cart. Items for sale shall include beer and wine coolers having an alcoholic content of 3.2% or less, and non-alcoholic beverages, snack foods, and sandwiches. Service Provider can set up a satellite building for food and beverage on golf course or Hotel property. Service Provider can set up a BBQ area in this space.

b. Service Provider warrants that all equipment used during its performance of this agreement is reliable and serviced to avoid major breakdowns during the golf season.

c. Service Provider shall be in close communication with golf course manager to ensure quality service. Service Provider shall be in close communication with golf course manager in regards to seasonal hours of operation.

d. Service Provider can use suppliers picked at their discretion. Prices can be set by Service Provider, golf manager will approve pricing before seasonal operations begin.

City Council
Staff Report

Author:	**Gary Hill, Seth Atkinson**
Subject:	**Final Bond Resolution – Sales Tax Revenue Bonds, 2005 Series A & B**
Date:	**April 28, 2005**
Type of Item:	**Legislative/Administrative**

BUDGET, DEBT, AND GRANTS

Summary Recommendations: The City Council should consider and adopt a resolution that does the following:

1. Confirms the sale and authorizes the issuance of approximately $20,000,000 principal amount of Sales Tax Revenue Bonds, Series 2005. These Bonds will be used to finance (1) Downtown Improvements (including the Parking Structure, a portion of the Town Plaza, and Prospect Avenue); (2) Park Improvements at the Quinn's Recreation Complex; (3) a Police Facility; and (4) the reimbursement (refinance) of the 1996 and 1999 Municipal Building Authority (MBA) bonds.

2. Providing for other matters relating to the bond sale.

3. Authorize the Mayor and City Recorder to facilitate the closing of the bond, which includes executing closing documents.

The City Council should also approve the attached agreement between Park City and the Redevelopment Agency of Park City to authorize the use of the RDA tax increment to reimburse the City for some of the revenues allocated to the Sales Tax Revenue Bonds.

Description:
Topic: Final Sales Tax Revenue Bond Resolution

Background: During last year's budget process, Council directed staff to begin preparations for the construction of several significant capital projects. These projects included expansion of the Swede Alley Parking Structure, creation of a Town Plaza, and reconstruction of Prospect Avenue (collectively referred here as the "Downtown Projects"). The Downtown Projects were to be funded by property tax increment from an extension of the Main Street RDA. The City has now decided to issue Sales Tax Revenue bonds in order to secure the lowest interest rate possible. The RDA tax increment will repay the City for sales tax revenue used to issue the revenue bonds. The City Council and the Redevelopment Agency Board will need to formalize this agreement by adopting a resolution (attached) authorizing the use of the tax increment on April the 28th.

On February 10, 2005, Council passed a parameters resolution which outlined the details of the bond sale. Within that resolution, other funding sources were discussed. This included impact fees which were designated to fund the Police Facility and existing debt service funds for the refinancing of 1996 and 1999 Municipal Building Authority (MBA) bonds.

This month, Standard and Poor's bond rating agency gave the City's sales tax revenue bonds a rating of A+. This is a very strong rating considering the uncertain nature of sales tax revenue.

On April 28th, the Park City Sales Tax Revenue 2005 Series Bonds will be offered at a competitive bond sale. After the sale staff will provide to Council the details of the sale in the form of a final bond resolution with all of the information regarding the best bid (under a separate cover – to be provided to Council on the 28th after the bond sale). It is necessary to provide information in this manner because the bids are only valid for 2 days until Council approval.

Analysis:
Final Bond Resolution: On April 28, 2005, Council will be asked to adopt a resolution that will confirm the competitive bond sale, and authorize the issuance of approximately $20,000,000 principal amount of the Sales Tax Revenue Bonds, Series 2005. A draft of the resolution is attached. The resolution establishes the details of the bond sale such as:

1) Size: The resolution sets the maximum amount of the bonds at $20,000,000.

2) Length to Maturity: The resolution states that the maximum length to maturity will be 15 years.

3) Interest Rates of the Bond Coupons: The resolution states that no single coupon of the bond issue can exceed 6.0 percent. When the bonds are sold, they will be structured in such a way that different maturities will have different interest rates. This parameter means that the coupon with the longest maturity will not have an interest rate greater than 6.0 percent. This is a conservative parameters amount to reflect current interest rates. Staff anticipates that the interest rate will be closer to 4.0 percent.

4) Maximum Discount: In addition, the resolution sets the maximum amount of discount for which the bonds can be sold. The 1 percent parameter is again conservative.

Redevelopment Agreement: On April 28th, 2005, Council will also be asked to approve an agreement between Park City and the Redevelopment Agency of Park City by resolution. The RDA Board should then convene and approve the agreement as well. The resolution is found as attachment B. The agreement will allow RDA tax increment, which originally would fund the construction of the Downtown Projects, to be used to reimburse the City for sales tax used in the Sales Tax Revenue bonds.

Only a portion of the total debt service payment will be funded with RDA increment and it will not exceed the costs of projects eligible for RDA funding. The following table displays the RDA portion of the debt service payment that will occur each fiscal year.

Period Ending	RDA share	Public Safety Share	Recreation Complex Share	Total Debt Service Payment	RDA Percentage of Payment
06/15/06	$447,612	$225,616	$596,220	$1,269,448	**35.26%**
06/15/07	$916,920	$230,960	$591,200	$1,739,080	**52.72%**
06/15/08	$921,520	$230,560	$591,200	$1,743,280	**52.86%**
06/15/09	$920,120	$229,960	$595,400	$1,745,480	**52.71%**
06/15/10	$917,083	$230,248	$92,688	$1,240,019	**73.96%**
06/15/11	$917,418	$230,073	$90,618	$1,238,109	**74.10%**
06/15/12	$921,178	$229,493	$93,458	$1,244,129	**74.04%**
06/15/13	$918,115	$228,493	$96,020	$1,242,628	**73.88%**
06/15/14	$918,350	$227,058	$93,290	$1,238,698	**74.14%**
06/15/15	$916,950	$230,258	$90,490	$1,237,698	**74.09%**
06/15/16	$919,208	$227,968	$92,655	$1,239,831	**74.14%**
06/15/17	$919,535	$230,290	$94,543	$1,244,368	**73.90%**
06/15/18	$918,245	$227,100	$96,183	$1,241,528	**73.96%**
06/15/19	$920,308	$228,600	$92,570	$1,241,478	**74.13%**
06/15/20	$920,478	$229,570	$93,915	$1,243,963	**74.00%**
06/15/21	$918,720	$0	$0	$918,720	**100.00%**
Total:	$14,231,760	$3,436,247	$3,400,450	$21,068,457	

Department Review: Budget, Debt, and Grants; City Manager; Legal; and Finance.

Alternatives:

A. Approve the Request: Council should:

1) Adopt the Final Bond Resolution to confirm the sale and authorize the execution of all related matters.

2) Approve the RDA agreement to formalize the use of RDA tax increment to reimburse the City.

B. Deny the Request, Continue the Item, or Do Nothing: Failure to adopt the Final Bond Resolution will abandon the sale and prevent the City from issuing this debt series at this time. Staff will need direction from the City Council as to how they would like to proceed if the resolution is not approved.

Significant Impacts: Adoption of these resolutions will allow the City to proceed with the issuance of the bonds in a timely and efficient manner. Swift completion of the bond issuance is recommended to take advantage of favorable interest rates.

Consequences of not taking the recommended action: Not adopting the resolution will impact the City's ability to fund upcoming projects.

If additional needs are identified during the budget process, Council may choose to consider issuing additional sales tax bonds later this year. Staff would like to proceed with issuing bonds for the above projects as they are largely secured with existing revenue sources.

Recommendation:
1) Adopt the Final Bond Resolution (under separate cover) for $20,000,000 in Sales Tax Revenue bonds; confirm the sale; and authorize the issuance of debt related to the Sales Tax Revenue Bonds, Series 2005 for Downtown Improvements, a Police Facility, Park Improvements at Quinn's Junction, and refinancing of the 1996 and 1999 MBA bonds.

2) Approve and formalize the agreement between Park City and the Redevelopment Agency of Park City which enables the RDA tax increment to reimburse the City for sales taxes that had been used to fund the bonds.

Attachment:
- Agreement between Park City and the Redevelopment Agency of Park City
- **See bond resolutions under separate cover**

AGREEMENT BETWEEN PARK CITY AND
THE REDEVELOPMENT AGENCY OF PARK CITY

THIS AGREEMENT is made and entered into as of this 28th day of April, 2005, between PARK CITY, a political subdivision of the State of Utah, (the "City") and the REDEVELOPMENT AGENCY OF PARK CITY, a body corporate and politic of the State of Utah, (the "Agency");

W I T N E S S E T H:

WHEREAS, pursuant to the Utah Redevelopment Agencies Act, Chapter 4, Title 17B, Utah Code Annotated, 1953, as amended (the "Act"), the Agency is authorized to use its tax increment revenues provided for in Part 10 of the Act (the "Tax Increment Revenues") from its Main Street/Swede Alley Redevelopment Project Area, (the "Project Area") for (among other things) the construction and improvement of road, parking, and pedestrian facilities, a community plaza, and certain other permitted improvements within the Project Area (collectively, the "Permitted Improvements"); and

WHEREAS, the Agency and the City are desirous that certain of the Permitted Improvements (the "Project") as described in <u>Exhibit A</u> attached hereto be made within the Project Area for the purpose of furthering redevelopment and other objectives of the Agency and the general health and welfare of the City and its residents; and

WHEREAS, pursuant to Sections 17B-4-103 and 17B-4-1007 of the Act, the City may pay for the costs of the Project, and the Agency may agree to reimburse the City or such other public corporation for the costs thereof by periodic payments over a period of years after giving 15 days public notice of such intention; and

WHEREAS, a notice to such effect was published on _________, 2005; and

WHEREAS, the City and the Agency are both beneficiaries of the direct and collateral benefits from the construction of the Project; and

WHEREAS, the City desires to proceed with the construction of the Project, with the understanding that the Agency will reimburse it for a portion of the costs of the Project as provided herein, and the Agency desires that the City undertake such construction and will agree to reimburse the City for payments made with respect to the Project as provided herein; and

WHEREAS, on April 28, 2005 the Board of Directors of the Agency and the City Council of the City each adopted resolutions, finding that the Permitted Improvements are of benefit to the Project Area and approving the execution and delivery of this Agreement and the transaction contemplated hereby; and

WHEREAS, under the applicable provisions of the Redevelopment Act, the Agency from time to time may issue its bonds and incur debt (collectively, the "Agency Debt") payable from the Tax Increment Revenues; and

WHEREAS, the Agency and the City have agreed that the Agency's obligation to the City under this Agreement will be junior and subordinate to all of the Agency's Debt and any related obligations, and that the execution of this Agreement shall not in any way limit the ability of the Agency to issue or incur additional Agency Debt; and

WHEREAS, the Agency will pledge the Tax Increment Revenues for use with respect to the Project pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties mutually agree and covenant as follows:

Definitions. Terms defined in the foregoing recitals shall have the same meaning when used herein.

Project Description; Financing; Bonds. The Project will be located within Project Area and will include all or a portion (as determined by the City) of the improvements set forth in Exhibit A. The City will cause the Project or portions of the Project to be constructed. The City may elect to initially pay for costs of the Project by (i) bonds issued by the City and (ii) any legally available City funds. Nothing herein shall be construed to require the City to advance funds or issue bonds to finance the costs of the Project beyond that approved from time to time by the City Council of the City.

Agency Obligations.

Commitment of Tax Increment Revenue. From and to the extent of available Tax Increment Revenues, after payment of the Agency's obligations with respect to the Agency Debt, the Agency agrees to reimburse the City for paying the costs of the Project. As the City pays costs of the Project, the City and the Agency shall note amounts spent by the City on the schedule attached hereto as Exhibit B. As the Agency receives Tax Increment Revenues in excess of the amounts required for Agency Debt, the Agency shall begin reimbursing the City for such amounts advanced by the City and such payments shall be noted on the schedule attached hereto as Exhibit C. The Agency hereby pledges such Tax Increment Revenues (junior and subordinate to any current or future pledge for any Agency Debt) to the repayment of the amounts shown on Exhibit B. The Agency shall make each payment at such times in each year as the Agency has Tax Increment Revenues in excess of amounts required to be paid with respect to the Agency Debt. All of the Agency's obligations hereunder constitute indebtedness on the part of the Agency for purposes of the Act. The Agency shall be obligated to make payments to the City only to the extent that the City has made the corresponding payment for the costs of the Project.

Termination of Agency Obligation. Payments not made by the Agency on or before the expiration of the Tax Increment Revenue funding received by the Agency pursuant to the Act shall no longer be an obligation of the Agency, if the funds are legally unavailable for such purposes or payment.

Subordination; No Limit on Additional Agency Debt. The parties mutually understand that the Agency shall pay the amounts due hereunder to the extent funds are available from the Tax Increment Revenues for the Project; however, the parties specifically acknowledge and understand that said payments are subordinate to and shall be made after payment of other Agency commitments, including the Agency Debt. Nothing contained herein shall in any way limit the ability of the Agency to issue or incur additional Agency Debt.

Term. This Agreement shall commence on the date of final execution by all parties and shall continue through the earlier of (i) the payment of all obligations of the Agency hereunder or (ii) the last date when the Agency may receive and use Tax Increment Revenues for amounts owing hereunder, unless changed by mutual agreement in writing by all parties.

Integrated Contracts. This Agreement, together with the exhibits hereto, contains the entire agreement of the parties and no statements, promises, or inducements made by any party or agents that are not contained in this Agreement shall be binding or valid. This Agreement may not be altered, or amended, except upon agreement of all parties and in writing executed by the parties hereto. Additions, deletions, or changes in the provisions of this Agreement that do not comply with this requirement shall not be binding on any party.

Severability. If any clause, sentence or paragraph of this Agreement, except Paragraphs 2 or 3, is declared to be invalid, by a court of competent jurisdiction, such declaration shall not affect the remaining portions.

In the event that Paragraphs 2 or 3, or the contribution of any party, is declared to be invalid, such paragraph or contribution is deemed a material element of this Agreement and the entire Agreement shall be invalid.

No party shall take any action to invalidate this Agreement; provided however, any party may seek a declaratory judgment pertaining to the rights, obligations and responsibilities of the parties.Notices. All notices required under this agreement shall be sent as follows:

Park City:	Park City Municipal Corporation Marsac Municipal Building 445 Marsac Avenue PO Box 1480 Park City, Utah 84060
Redevelopment Agency of Park City:	Redevelopment Agency of Park City Marsac Municipal Building 445 Marsac Ave. PO Box 1480 Park City, Utah 84060

Each party may designate further or different addresses or individuals to which subsequent notices shall be sent.

IN WITNESS WHEREOF: (A) the City by resolution duly adopted by the City Council has authorized this Agreement to be signed by the Mayor and attested to by its City Recorder and (B) the Redevelopment Agency of Park City by resolution duly adopted by its Board has authorized this Agreement to be signed by its Chair and its Secretary all as of the day and year first above written.

EXHIBIT A

PROJECT

The Project consists of the following:

(i) the reconstruction of certain portions of Prospect Avenue and the construction and equipping of related pedestrian and utility improvements;

(ii) expansion and improvement of the parking structure located in Swede Alley, including increasing the number of parking stalls, creating a ramp system and related pedestrian and land improvements; and

(iii) the design, construction and equipping of a City Plaza to be used as an outdoor community gathering place.

EXHIBIT B

NOTATION OF CITY ADVANCES

DATE OF ADVANCE	AMOUNT ADVANCED	PURPOSE
06/15/06	$447,612	Bond Payment
06/15/07	$916,920	Bond Payment
06/15/08	$921,520	Bond Payment
06/15/09	$920,120	Bond Payment
06/15/10	$917,083	Bond Payment
06/15/11	$917,418	Bond Payment
06/15/12	$921,178	Bond Payment
06/15/13	$918,115	Bond Payment
06/15/14	$918,350	Bond Payment
06/15/15	$916,950	Bond Payment
06/15/16	$919,208	Bond Payment
06/15/17	$919,535	Bond Payment
06/15/18	$918,245	Bond Payment
06/15/19	$920,308	Bond Payment
06/15/20	$920,478	Bond Payment
06/15/21	$918,720	Bond Payment

EXHIBIT C

NOTATION OF AGENCY PAYMENTS TO CITY

PAYMENT DATE	AMOUNT PAID
06/30/06	$447,612
06/30/07	$916,920
06/30/08	$921,520
06/30/09	$920,120
06/30/10	$917,083
06/30/11	$917,418
06/30/12	$921,178
06/30/13	$918,115
06/30/14	$918,350
06/30/15	$916,950
06/30/16	$919,208
06/30/17	$919,535
06/30/18	$918,245
06/30/19	$920,308
06/30/20	$920,478
06/30/21	$918,720

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

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

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF AUGUST 12, 2004

Marianne Cone, "I move approval of the Minutes of August 12, 2004". Kay Calvert seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Redevelopment Agency of Park City, Utah – The Chair requested a motion to approve. Jim Hier, "I so move". Kay Calvert seconded. Motion carried unanimously.

V ADJOURNMENT

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

Prepared by Janet M. Scott, Secretary