

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 27, 2006**

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

Tom Bakaly, City Manager Mark Harrington, City Attorney; Jerry Gibbs, Public Works Director; Bret Howser, Budget Analyst; Refer to Item 3 for a list of other staff members in attendance

1. Council questions/comments. The Mayor suggested that members render comments at the regular meeting since closed session ran longer than anticipated.

2. Solid waste goals and strategies. Jerry Gibbs referred to his staff report and urged members to comment on the draft. The intent of the document is to clearly state that Summit County operates the solid waste program. Marianne Cone believed that recycling has a long way to go and asked what "support" for recycling means. Mr. Gibbs responded that the County provides financial assistance to Recycle Utah which is shared by the City by providing the facility. Ms. Cone spoke about the need to implement a compost program for landscape materials from City projects. Clint Dayley acknowledged that most material goes to the landfill but Christmas trees are ground up with leased equipment. Marianne Cone felt that this program should be pursued. Jerry Gibbs pointed out that composting needs to be part of the overall solid waste plan and Summit County needs to develop this. There may be ancillary programs undertaken by the City, but the goals and strategies should relay the importance of composting as the County moves forward with its planning. The Mayor stated that there are a couple of commercial composters in North Summit County and there may be someone in the private sector that could be contracted for services.

Joe Kernan pointed out the increased costs associated with enhanced recycling and Jerry Gibbs agreed and discussed the importance of comprehensive long-term planning. He added that identifying the life of the landfill and acquisition costs for a new landfill needs to be factored to determine the scope of recycling. A piece-meal approach should be avoided and the County should take a comprehensive look at solid waste to outline goals and a course of action. Joe Kernan agreed and added that as a government, the County should operate at the lowest possible cost and if there are enhanced recycling programs, they should be limited to 10% of the cost of the solid waste budget. Mr. Kernan stated that he does not support an increased fee for garbage pick-up and hoped that the County will work with existing tax revenues to service the population, and he discussed the significant property tax revenue surplus from exclusive developments. He hoped that rather than raising fees for residents that the County look at existing and/or commercial sources and referred to significant property tax revenues projected to be generated from Empire Pass. The appropriateness of residents paying for a second trash can was supported by members. As a matter of equity, Candace

Erickson believed that some of the condominium projects should have the option of using cans, rather than paying for dumpsters, because many units are residences.

Jerry Gibbs advised that the trend in the industry to control solid waste flow is to generate more recycling and to charge for what is thrown away. He understood Mr. Kernan's position to be that collection is an essential service that the County should be providing as a part of the property taxes paid for residential properties. There are adequate property tax resources that should cover residential services as well as landfill operations which are Summit County's responsibilities.

Jim Hier understood that if solid waste becomes and operates as an enterprise fund that property taxes associated with trash pick-up will not be reduced accordingly. Roger Harlan strongly suggested encouraging the County to explore alternatives for recycling landscape materials because it must significantly add to the volume at the landfill. Mr. Gibbs explained that the Summit County Public Works Department has relayed that green waste is not a big problem County-wide.

Joe Kernan agreed with Ms. Erickson's comment about the County providing cans for condominium units and Jim Hier pointed out that condominium associations are being penalized because they are paying both property taxes and dumpster fees. Candace Erickson discussed a meeting with Recycle Utah Director Insa Reipen, Summit County Public Works Director Kevin Callahan and Jerry Gibbs which focused at looking at the solid waste flow comprehensively. This means setting objectives for the life of the landfill and setting forth recycling goals to accomplish projections. She continued that once the landfill is full, one option is relocating solid waste and discontinuing dumping at the landfill entirely. Some materials can be composted to save on transportation costs and she commented on the significant expense of incineration. She indicated that all of these approaches should identify a cost per resident.

Tom Bakaly understood from an inter-agency meeting, that Summit County is considering an enterprise fund fee which would cover all solid waste removal costs now covered in the General Fund. He proposed that direction be that the County explore a *pay as you throw fee* earmarked toward the landfill replacement and continue to cover operations with property tax. If some direction is not provided, there may be a tendency to impose the fee and have property tax revenue cover costs. Mr. Bakaly believed that funding landfill replacement costs will likely be funded with a fee or property tax increase. Candace Erickson asked about tipping fees and Mr. Gibbs explained that they only relate to construction and commercial waste. Mr. Kernan suggested that the haulers absorb costs. He added that Summit County has one of the lowest landfill costs in the country and there is no reason to increase property taxes. The City Manager felt that the County is considering fees and not decreasing property taxes.

The Mayor believed that the program should be based on what Park City citizens already pay. He stated that aside from 2.1 in the staff report, the Council is generally supportive of the document. Ms. Cone suggested adding the language *other commercial areas* in 1.1, replacing *HMBA*. Joe Kernan felt it important to create a long-term equity plan for multi-family services. Jerry Gibbs felt that this relates to the County's interpretation of residential and commercial and Mr. Bakaly suggested coming back with a resolution on May 18 reflecting today's discussion.

3. Quarterly goals and performance measure updates. Bret Howser explained that the City has been developing the performance measure program over the last several years. Departments define programs administered and formulate performance measures for those programs. Self-managed teams reported on the effectiveness and success of various strategies, programs and projects. See staff report for details:

City Manager	Tom Bakaly, City Manager and Sharon Bauman, Analyst II
Legal	Mark Harrington, City Attorney
Police	Chief Lloyd Evans, Lieutenant Rick Ryan, and Lieutenant Phil Kirk
Building Maintenance	Mike Lennon, Building Maintenance Manager
Parks	Clint Dayley, Golf Course/Parks Manager
Streets	Troy Dayley, Streets Manager
Transit	Kent Cashel, Assistant Public Works Director and Eric Nessel, Transit Manager
Water	Kathy Dunks, Water Manager
Building	Ron Ivie, Chief Building Official
Planning	Patrick Putt, Planning Director
Engineering	Eric DeHaan
Special Events	Alison Butz, Special Events and Facilities Manager
Capital Projects and Economic Development	Colin Hilton, Economic Development Director
Recreation	Ken Fisher, Recreation Director
Library	Linda Tillson, Library Director
Ice Arena	Stacey Noonan, Ice Arena Manager
Golf	Craig Sanchez, Golf Director
Finance	Karen Robinson, Payroll Analyst
Human Resources	Brooke Moss, Human Resources Analyst
Budget	Seth Atkinson, Budget Analyst

Candace Erickson requested comparables from other communities to better assess accomplishments and Jim Hier pointed out that CTAC is addressing this issue. Joe Kernan stated that he finds it very helpful when staff provides updates when there is a change to implement a program or process to increase productivity.

4. Meeting questions/comments. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 27, 2006**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:40 p.m. at the Marsac Municipal Building on Thursday, April 27, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; David Maloney, Planner, Clint Dayley, Golf Course and Parks Manager; Polly Samuels-McLean, Assistant City Attorney; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

As liaison to Recycle Utah, Candace Erickson invited the public to participate in the hazmat collection at The Canyons on May 6, Pride in the Park Day on May 13, and the garage sale on May 20. Roger Harlan reported on his experience on a nuclear aircraft carrier off the coast of San Diego where he had an opportunity to visit with service men and women from Utah. He shared information on Prayer Day which will be commemorated at The Yarrow next Thursday. Jim Hier relayed that he attended meetings with the HMBA, transportation site selection committee, and the Chamber who is forecasting \$4.5 million in revenues, of which \$3.9 million will be generated from transient room tax which is up significantly from last year.

Joe Kernan disclosed that he has a recycling contract with Summit County. Mayor Williams stated that he and other jurisdictions met with the Summit County Commission about the \$10 license fee. The group unanimously agreed to proceed. He was approached by the Literary Festival group to partner with the Library on promoting reading a selected book in the community. Marianne Cone advised that the Park City Library already has a reading program and the book will be announced on May 1. He reported on a meeting with resident Rick Scott who complained about loose dogs on the Poison Creek Trail. It is the City's intention to better post this trail about leash laws. The Mayor discussed his meeting with the Girls and Boys Club who report an average of 25 to 30 kids a day. The organization is displaced every year with summer camp but many employees from the Girls and Boys Club are hired by the City to run the camp. The Club is a real asset to the community and perhaps programs could be better integrated. The City Manager indicated that this can be further discussed on May 18. Mayor Williams reported on conversations with Senator Hatch's office regarding the immigration bill. The legislation proposes that all illegal immigrants be deported and he stated that he is not in favor of federal money being spent on a program that will not work. Another option is enforcing immigration laws at the local level which he believes would divide the community and diminish the effectiveness of outreach programs. Park City's position has been relayed to both Senators Hatch and Bennett and it is unlikely that something will be passed this year.

Mayor Williams announced that Myles Rademan was inducted into the College of Fellows at the APA Conference in San Antonio this week. This award is an incredible honor.

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

The Mayor invited the public to comment.

1. Complaint against the Legal Department – Steve Onysko, 2282 Doc Holiday Drive, stated that he is here to address shortcomings that he and his family has experienced with respect to citizen treatment by the Police Department and City Attorney's Office. The City Council is ultimately the responsible party for employee conduct and he distributed information to members that he asked to be kept confidential. The Mayor asked if this request is appropriate since this is a public meeting and Mark Harrington advised that upon request the correspondence would be classified according to code. Mr. Onysko recommended that if Council decides to discuss his issue that it be conducted in closed session.

He continued to explain that his son was a witness to a medical emergency and when the police responded, he was requested to fill out the standard voluntary statement form. His son chose not to provide a voluntary statement and the police arrested, booked, and jailed him for interference. The City dropped the charges after the family spent \$1,000 in legal fees and a reimbursement for these charges was denied by the City Prosecutor.

Mr. Onysko continued that this is not his first bad experience with the way the Police and City Attorney Offices conduct themselves. He was charged with resisting arrest when he stopped at a safe distance to view police interacting with Hispanic members of the community. The Police Officer told him he was not allowed to watch and prior to his first hearing he was denied access to the police report. When he came to the building to obtain the report, the City Prosecutor threatened to arrest him if he didn't leave the building. Former City Council Member Peg Bodell escorted him to the building and he was provided with the documents by Mr. Harrington.

He is disturbed about the denial of his claim because it was signed by Mr. Daley, the City Prosecutor. They have a history and Mr. Onysko reported that he filed a complaint against him with the Utah Judicial Conduct Commission over several incidents and it seems like a lack of professional ethics to have Tom Daley review the claim. It should have been referred to an impartial person. He asked the Council to review the request for reimbursement for legal fees, acknowledging that the matter could be reviewed by the Police Appeals Board, except he doesn't want to hold the police officers culpable.

The City Council sets policy. He emphasized that his charges were dropped after \$3,000 of legal expenses and just being charged with something can damage your reputation. Mayor Williams explained that the Appeals Board was set up for this type of review and Mr. Onysko reiterated that he is not interested in bringing a complaint against the officers themselves as this is a policy problem. The City Council is allowing the City Attorney to flaunt the standards of civil liberties and he doesn't want the reputations of the officers marred because they are just doing their jobs. Candace Erickson acknowledged that the Council is ultimately responsible but there is no way to correct the action without filing a formal complaint. Mr. Onysko suggested forming a City Attorneys Review Board, because that is where the problem lies, not the Police Department. The police are doing their job but there should be impartiality in the City Attorneys Office when looking at evidence and he is not impressed by the performance of that office. The only remaining opportunity for citizens is filing a lawsuit and there should be another avenue available to the public. Jim Hier suggested that this matter be discussed in closed session at some date in the near future. In response to a question from Roger Harlan associated with his son and his roommate's medical problem, Mr. Onysko explained the incident appeared to be drug-related. However, his son was drug-tested and passed but this fact was ignored by the Legal Department.

2. Summit County solid waste policy - Derek Howard, Jupiter View Drive, stated that he represents the Parkview HOA; the project includes 36 condominiums in 12 triplexes. The collection of trash from commercial dumpsters has been disastrous and the HOA approached Kevin Callahan and the Summit County Commission to request residential trash pick-up. Mr. Callahan stated that the HOA would have to pay for the services, totaling \$3,600 a year. After reviewing the solid waste policy, they paid to reserve their right to appeal in February. The policy describes multi-family residential dwellings as units less than four-plexes. The dumpsters were removed and the project is now clean. Mr. Howard reported that the County Commissioners were mixed, and Bob Richer suggested that this request is a subsidy but property tax revenues are earmarked in the General Fund to cover residential trash pick-up. The HOA is frustrated with the lack of process in the County and asked if the City will be willing to intercede on their behalf. The new contract will be introduced shortly and Mr. Howard emphasized that Park View meets the residential definition. The Summit County Public Works Director interpreted the meaning of *four-plex* to mean four units.

Jim Hier stated that he is willing to make a phone call to Commission members to get a better understanding of their policies and appeal on their behalf as he now understands the issue. Mr. Howard added that the cost of dumpsters and individual pick-up is about the same amount of money, but residential pick-up should be paid by Summit County which is in the policy included in the provider contract. In response to a question from Roger Harlan, Mr. Howard indicated that he didn't know the number of permanent

residents but probably not many, but that is not relevant with regard to applying the policy.

Bruce Haines, HOA President, stated that he attended associated meetings and emphasized that second home owners are paying higher property taxes than primary residents. Jim Hier added that pick-up demands decrease when condominiums are empty and Mr. Howard stated that BFI is paid whether or not there is trash. The City Manager referred to the solid waste discussion in work session and the proposed resolution scheduled for adoption on May 18, 2006. This may be an opportunity for Council to take a formal position on this issue; Jim Hier commented that he will follow-up. With no further comments, the public input session was closed.

IV **CONSENT AGENDA PUBLIC HEARINGS**

1. Ordinance approving the Larkspur 5, Units 27-32 Condominium Record of Survey Plat, Park City, Utah - Brooks Robinson, Planner, explained the location of the project in Empire Pass. Units are approximately 3,500 square feet and meet all requirements of the RD Zone. The Planning Commission forwarded a positive recommendation to the City Council on April 12, 2006 based on the findings, conclusions of law, and conditions of approval outlined in the staff report. In response to a question from Roger Harlan regarding affordable housing obligations, Mr. Robinson explained that Empire Pass projects must provide 25% on-mountain affordable housing. Talisker has sold off pieces to other developers to assist in meeting their small housing obligations. Mayor Williams explained that there are eight or nine units already under construction in Empire Pass. Employee housing still costs the same as the market product which is double to triple the costs of construction in town. He expressed concerns about traffic generated by employees and asked if Council would consider building housing off-site for other projects. Brooks Robinson stated that some units are already built. The Mayor opened the public hearing and with no comments from Council or the audience, closed the public hearing.
2. Ordinance approving the Larkspur 4, Units 21-26 Condominium Record of Survey Plat, Park City, Utah - Brooks Robinson explained that this project is adjacent to Larkspur 5. These are tri-plex units and are compliant with all zoning regulations. The Planning Commission also forwards a positive recommendation and there was no public input rendered for Larkspur 4 and 5 at the meeting. The Mayor opened the public hearing and with no comments, closed the hearing.
3. Ordinance approving the 438 Ontario Replat combining Lot 11 and half of Lot 12 of block 48 of the Amended Plat of Park City, located at 438 Ontario Avenue, Park City, Utah - Planner David Maloney explained that the application contemplates enclosing a

deck requiring this lot combination. Staff recommends approval as outlined in the staff report. The public hearing was opened and hearing no input, was closed.

4. Ordinance approving the Empire Subdivision Lot 1 of Block 29 of the Snyder's Addition to the Park City Survey, located at 911 Empire Avenue, Park City, Utah – Planner David Maloney explained that there is an existing historic house on the site and the setback is not met on three sides. Because there are existing interior lot lines and no new lots will be created, staff considers this structure to be compliant based on Section 2.2-4 of Chapter 15 in the LMC. The lot size is consistent with requirements of the HR-1 Zone and staff recommends approval as outlined in the staff report. The Mayor invited the public to comment and hearing no input, closed the public hearing.

V CONSENT AGENDA

Marianne Cone, "I move we approve Consent Agenda Items 1 through 5". Jim Hier seconded. Motion unanimously carried.

1. Ordinance approving the Larkspur 5, Units 27-32 Condominium Record of Survey Plat, Park City, Utah – See staff report and public hearing comments.

2. Ordinance approving the Larkspur 4, Units 21-26 Condominium Record of Survey Plat, Park City, Utah - See staff report and public hearing comments.

3. Ordinance approving the 438 Ontario Replat combining Lot 11 and half of Lot 12 of block 48 of the Amended Plat of Park City, located at 438 Ontario Avenue, Park City, Utah - See staff report and public hearing comments.

4. Ordinance approving the Empire Subdivision Lot 1 of Block 29 of the Snyder's Addition to the Park City Survey, located at 911 Empire Avenue, Park City, Utah - See staff report and public hearing comments.

5. Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Utah Technology Assistance Program for a pavement management study and a sign inventory in the amount not to exceed \$32,000 – See staff report.

VI NEW BUSINESS

1. Authorize the City Manager to enter into a contract in a form approved by the City Attorney's Office with Conexco for the sediment removal of 18th hole lake on the City Golf Course in the amount of \$98,300 – Clint Dayley explained that the sediment is six

inches deep and the dredging project is proposed to begin August 7 and completed by September 15, 2006. The project complies with the City's procurement policy and is a budgeted item. In response to a question from Candace Erickson regarding timing, Mr. Dayley explained that the lake's drain pipe can only handle low flows and the driest part of the season was selected. The pond will be drained about six weeks prior to construction to dry out. Ms. Cone asked about the fish and he explained that the water is drained over three to four days and staff will catch and release them in the upper pond. During the draining process, the fish typically find their way downstream. Roger Harlan asked if the project will negatively affect play and Mr. Dayley noted that there may be some minimal noise for about a week, but no other impacts. In response to a question from Joe Kernan, he advised that removed material is not hazardous and can be graded and seeded on site. Park City Mountain Resort is also participating in this project.

Candace Erickson, "I move we authorize the City Manager to enter into a contract, in a form approved by the City Attorney's Office, with Conexco for the sediment removal of the 18th Hole Lake on the City Golf Course in the amount of \$98,300". Marianne Cone seconded. Motion unanimously carried.

2. Amendments to the Land Management Code - Chapter 1: General Provisions; General Provisions; Chapter 3: Off-Street Parking; Chapter 4: Supplemental Regulations; Chapter 6: Master Planned Developments; Chapter 7: Subdivision General Provisions; Chapter 8: Annexations relating to changes in the Utah State Code and to modify the use of the term Community Development Department and Community Development Director – Planner Kirsten Whetstone explained that the Planning Department is in the process of preparing amendments to the LMC to address planning and zoning issues that have surfaced over the past several years, the reorganization in the Community Development Department and compliance with state code. The remaining sections are being redlined and will be submitted to the City Council in the next couple of months. Last night, the Planning Commission forwarded a positive recommendation on Chapters 9, 10, 11, 12 and 14, leaving Chapters 2, 5 and 15.

On March 1, 2006, the Planning Commission forwarded a positive recommendation on the amendments before Council with a recommendation that the notice requirements be standardized in the Code to the greatest extent possible. The City's standard of notice is more stringent than the state code, but the Commission felt it important to maintain 14 day notice for out-of-state property owners. She distributed and detailed the revised notice matrix. She discussed language modifications regarding references to the Community Development Department, the Historic District Commission and the Uniform Building Code which no longer exist. Additional language has been added for solar energy, affordable housing, clarification purposes, emergency zoning, creating zoning districts, exactions, conditional use permits, notice to applicants, burden of proof,

standard of review, conflicts of interest in appeals, and supplemental regulations. There have been changes in the subdivision ordinance including several language changes regarding plats and vacations. Ms. Whetstone continued that Chapter 8, Annexation Policy Plan, now requires that a zone be assigned when the property is annexed.

Substantive planning and zoning issues include noticing, and adding the ability for MPDs to apply a unit equivalent calculation of 2,000 square feet instead of using the table. Another amendment requires vehicles to park on paved surfaces which was prompted by a trend of parking in setback areas. Language regarding retaining walls, chain link fencing, parking, guest houses, and CUPs for telecommunication antennas in the Historic District has been clarified. The Ordinance is scheduled for public hearing and adoption and action tonight is at the sole discretion of Council.

In response to a question from Joe Kernan, Ms. Whetstone explained the unit equivalent calculation for residential and commercial. She acknowledged problems associated with taking advantage of maximizing unit equivalents at the expense of good planning. She read the added verbiage, *"One unit equivalent equates to 2,000 square feet of residential floor area and 1,000 square feet of commercial area. For purposes of calculating residential unit equivalents an applicant may use the following table"*. This is an *either- or* scenario determined during the MPD process. Jim Hier suggested maintaining the standard of 2,000 square feet equaling one unit equivalent and eliminating the table. As long as the table is an option, there will be abuses. Ms. Whetstone agreed and acknowledged that the 2,000 square foot guideline is simpler. Jim Hier asked why the Commission wanted the table to remain in the LMC, and Ms. Whetstone believed that members desired to provide another option. Council member Hier again suggested that the table be stricken because it is ambiguous. Mayor Williams and Council members agreed. The Mayor opened the public hearing.

Mike Sweeney, Treasure Mountain Hill Project developer, agreed with Jim Hier's suggestion about simplifying unit equivalents by removing the table, acknowledging that they could conceivably lose 100,000 net square feet. Although the 1,200 square foot standard is limiting, it provides flexibility in design and results in better projects and they probably will request to use this approach. Mark Harrington advised that pending applications can take advantage of the new definition.

Mr. Sweeney indicated that many of his questions were addressed earlier by staff but he has further input. He warned that promoting solar panels may promote clutter and suggested that at some point in the future, the LMC may be amended to limit solar panels in certain zones. There should be a definition for *"moderate income housing"*, although he felt it should actually read *affordable* income housing. He then addressed the provision for courtesy mailings which take a lot of time and money for applicants. Mr. Harrington advised that they are required for the first public hearing but not

continued hearings. If a project review occurs over a long period of time, or if a hearing is continued to a date uncertain, the applicant may be asked for additional notices. Mr. Sweeney felt that it should be clarified. He felt that monitoring parked vehicles on unpaved surfaces will be difficult to enforce and questioned its purpose. There was discussion about specific requirements for properties identified in the soils ordinance. Kirsten Whetstone explained problems associated with parking vehicles in setback areas and Jim Hier pointed out that there are unpaved driveways. Ms. Whetstone noted the language doesn't include driveways.

Mike Sweeney pointed out that guest houses are limited to 1,500 square feet unless additional floor area is approved by the Planning Commission for MPDs and suggested that CUPs be added. He urged the Council to consider including time lines for processing a CUP under an MPD as it took eleven years to get the Town Lift Bridge approved. When Senator Mansell's proposed bill was an issue a couple of months ago, Mr. Hier explained that the Council discussed creating some language for timing and process. The City Attorney recalled that the original bill identified hard time limits on processing CUPs, but the final draft substituted this requirement for *reasonable diligence*. Applicants who feel the process is unreasonably prolonged can raise formal due process objections heard by the governing body. Mr. Hier referred to general guidelines, which he understood are being developed by staff, to advise the public of typical time lines for a variety of applications. Mark Harrington advised that this is provided on the information sheets designed for each specific action. The Planning Department may be updating those, and he cautioned against including this in the LMC. Jim Hier felt it beneficial to provide general projections to encourage reasonable expectations.

The Mayor summarized that members agree to remove the unit equivalent table and Marianne Cone pointed out typographical errors in the document. In response to a question from Joe Kernan, Ms. Whetstone explained that the requirement to park on hard surfaces would be enforced on a complaint basis by the Code Enforcement Officer in the Building Department.

Jim Hier, "I move that we adopt the Ordinance attached to the LMC amendment staff report, as amended". Candace Erickson seconded. Motion unanimously carried.

VII ADJOURNMENT

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

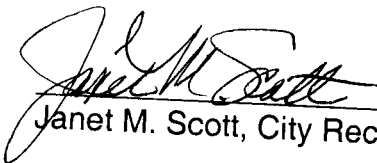
MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Marianne Cone, "I move to close the meeting to discuss property and personnel". Jim Hier seconded. Motion carried unanimously.

The meeting opened at approximately 4:30 p.m.

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

Prepared by Janet M. Scott


Janet M. Scott, City Recorder



DATE: April 27, 2006
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: Solid Waste Goals & Strategies
TYPE OF ITEM: Discussion-Work Session

SUMMARY RECOMMENDATIONS: City Council should provide input on the recommended goals and strategies for solid waste issues. This vision will be conveyed to the Summit County Commission and the County Solid Waste Committee, if Council is in agreement.

DESCRIPTION:

Topic: Solid Waste Goals & Strategies

Background:

On March 23, 2006, staff discussed with the City Council the following items:

- Dumpster litter on Swede Alley and the resources necessary to maintain
- County's consideration of making trash an Enterprise Fund and removing the General Fund contribution
- Determine the right mix of recycling in County Solid Waste Master Plan
- Park City's role in commercial trash hauling
- Assurances Park City would need if the County operated a residential trash service

Council directed staff to return in a couple of weeks with draft goals and strategies to address these areas of discussion.

Analysis:

Staff has prepared a Prioritization of Solid Waste Initiatives for City Council review.

Vision: Park City believes that sustainability today will benefit generations to come. Summit County should continue to provide environmentally sound integrated solid waste management (waste reduction, landfilling, recycling, household hazardous materials diversion & composting) services for Park City citizens and businesses.

GOALS	STRATEGIES	ACTIONS
1. Enhance the look of Main Street and Swede Alley by eliminating dumpster blight.	1-1. Have all dumpster screened or removed by June 2007	
	1-2. PCMC and HMBA to partner to develop strategies to improve trash handling by summer 2006	
	1-3. Cooperate with Summit County, Recycle Utah, HMBA, PCMC and solid waste /recycle contractors to develop a commercial recycling program Summer 2007	
2. The county should develop an integrated solid waste management plan by 2011 (the length of the next contract).	2-1. The County should adopt a pay as you throw volume based rate structure for general trash.	
	2-2. The current level of funding from the general fund and the equivalent percentage from new growth should be used in the solid waste plan or tax reduction should occur.	
	2-3. Develop waste reduction strategies & goals based on the length of time the landfill should remain open and growth rates	
	2-4. Investigation of an urban composting and trash sorting operation	
3. The county should enhance its support for recycling.	3-1. Summit County should collaborate with PCMC to fund a permanent home for Recycle Utah.	
	3-2. Support of Recycle Utah in obtaining five tub grinders for yard and construction waste	
4. Summit County should explore the most cost-effective, safe, & environmental friendly method to remove residential trash, recycling and commercial trash	4-1. Complete a comparative analysis of public versus private trash hauling.	

Department Review:

Staff solicited input from Budget & Grants, Public Affairs, Public Works, Special Events, Economic Development and the City Administration.

ALTERNATIVES:

A. **Give staff recommendations on Solid Waste Goals & Objectives to be forwarded to Summit County** (Staff recommended)

B. **Continue the Item:**

D. **Do Nothing:**

SIGNIFICANT IMPACTS:

The Summit County Commission is looking for input on how to proceed with trash collection. A citizen committee representing each town and populated areas in the Basin are reviewing selected issues. A comprehensive vision, goals and strategies from Park City may be helpful to the Commission to take a broader look at solid waste management issues prior to the conclusion of the new trash-handling contract. Staff will return with a resolution adopting these strategies and will also identify action items for the future once the resolution is adopted.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The lack of a clear vision will not optimize the life of the landfill.

RECOMMENDATION:

City Council should provide input on the recommended goals and strategies for solid waste issues. This vision will be conveyed to the Summit County Commission and the County Solid Waste Committee, if Council is in agreement.

City Council Staff Report

Author: Bret Howser and Sharon Bauman
Subject: Performance Measure Discussion
Date: April 27, 2006
Type of Item: Informational



Budget, Debt, & Grants

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. This is traditionally done in conjunction with the quarterly update on Council goals and objectives.

Analysis:

On April 27, 2006, 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, its performance measures, past years' data, the current fiscal year target, and the mid-year update. The midyear 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.

Attached is the latest quarterly summary of action on Council goals for the period of January 2006 – March 2006. We continue to tentatively add (in bold) new action items to your goal status report based upon individual input from Council members, the Mayor and staff.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. This work session will provide an opportunity for departments to provide operational updates on Council goals if requested.

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
Quarterly Goal Update**

Department Name Budget, Debt, and Grants

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Analysis Resource	\$91,618	Number of inter-department task forces/projects that include a member of the Budget Department.	2004	N/A		N/A
			2005	12	25	52
			2006	40	25	
			2004	N/A		N/A
			2005	95%	N/A	89%
Budget Preparation, Coordination, and Monitoring	\$108,700	Percent of City Departments satisfied with analysis (based on Internal Service Survey).	2006	95%	N/A	
			2004	N/A		N/A
			2005	90%	N/A	93%
			2006	90%	N/A	
			2004	N/A		N/A
		Percent of City departments satisfied with turnaround time (based on internal service survey).	2004	N/A		N/A
			2005	10	N/A	N/A
			2006	30	48	48
			2004	Yes		No
			2005	Yes	Yes	Yes
		Budget Document completed/distributed before end of 1st quarter (# of days before end of quarter)	2006	Yes	No (YTD)	
			2004	Yes		Yes
			2005	N/A	N/A	N/A
			2006	Yes	Yes	
			2004	N/A		100%
		Budget, Debt, and Grants Departmental Budget within allotted expenditures (yes/no).	2005	100%	100%	100%
			2006	100%	100%	
			2004	N/A		N/A
			2005	0.5%	N/A	pending...
			2006	pending...		27%
		GFOA Distinguished Budget Presentation Award received (yes/no)	2004	N/A		35%
			2005	N/A		
			2006	Yes		
			2004	Yes		
			2005	N/A		
		Percent of months in which budget monitoring was completed	2006	Yes		
			2004	N/A		
			2005	100%	100%	
			2006	100%	100%	
			2004	N/A		
Debt Issuance	\$15,528	Cost of issuance as percent of new debt issued.	2005	0.5%	N/A	N/A
			2006	pending...		pending...
			2004	N/A		27%
			2005	25%	N/A	35%
			2006	25%	N/A	0
		Debt Service as percent of net operating expenditures	2004	N/A		
			2005	25%	N/A	
			2006	25%	N/A	
			2004	N/A		
			2005	25%	N/A	

Department Name Budget, Debt, and Grants

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Debt Issuance	\$15,528	Dollar amount of debt issued during fiscal year.	2004	N/A		\$5,000,000
			2005	\$18,500,000	\$9,000,000	\$29,000,000
			2006	\$0	\$0	
			2004	AA-		AA-
			2005	AA-	AA-	AA-
Grants Administration	\$31,057	GO Bond Rating	2006	AA	AA-	
			2004	N/A		0.85%
			2005	0.50%	0.16%	.22%
			2006	0.50%		
			2004	100%		100%
Legislative Liaison	\$23,292	Intergovernmental Revenue as a percent of Gross Operating Revenue	2005	100%	100%	100%
			2006	100%	100%	
			2004	N/A		1.4
			2005	7	-31	-31
			2006	3	21	
Performance Measures and Benchmarking	\$40,374	Percent of quarterly monitoring completed on time	2004	N/A		90%
			2005	85%	N/A	80%
			2006	90%	92%	92%
			2004	100%		100%
			2005	100%	N/A	100%
Performance Measures and Benchmarking	\$40,374	Special Service Contract turnaround time (days between appropriation and PO processed)	2006	100%	100%	
			2004	N/A		
			2005	7	-31	-31
			2006	3	21	
			2004	N/A		90%
Performance Measures and Benchmarking	\$40,374	Percent of Legislative Policy Committee attendance	2005	85%	N/A	80%
			2006	90%	92%	92%
			2004	100%		100%
			2005	100%	N/A	100%
			2006	100%	100%	
Performance Measures and Benchmarking	\$40,374	Percent of reports completed -- weekly during General Session and by first council meeting after interim sessions	2004	N/A		88%
			2005	95%	N/A	85%
			2006	95%	90%	
			2004	N/A		N/A
			2005	12	0	0
Performance Measures and Benchmarking	\$40,374	Number of Communities participating in benchmarking group.	2006	12	13	
			2004	N/A		N/A
			2005	12	0	0
			2006	12	13	
			2004	N/A		N/A
Performance Measures and Benchmarking	\$40,374	Percent of internal service survey respondents who rate the Performance Measurement program as beneficial.	2005	60%	N/A	76%
			2004	N/A		N/A
			2005	12	0	0
			2006	12	13	
			2004	N/A		N/A

Department Name Budget, Debt, and Grants

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Performance Measures and	\$40,374	Percent of internal service survey respondents who rate the	2006	60%	76%	
		Semi-annual database update by Jan 31 and Jul 31 (days +/-)	2004	N/A		N/A
			2005		+25	+47
			2006	5	+9	

Department Name Building

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Business License Review	\$22,131	Track the number of license inspections	2004	180		549
			2005	400	390	689
			2006	400	158	0
Code Development	\$10,805	Track the code changes that succeed and assess their value to the City	2004	N/A		20
			2005	20	9	16
			2006	20	12	0
Education and Training	\$22,131	Track the number and percent of employees receiving training each year.	2004	10		11
			2005	11	12	14
			2006	13	13	0
		Track the number of training events, both state and national, in which city employees participate.	2004	25		52
			2005	50	29	51
			2006	50	20	0
Environmental	\$108,018	Track the number of violations reported and the average time to respond to each.	2004	20		488
			2005	350	121	167
			2006	200	299	0
Field Inspections - New Construction	\$438,321	Follow-up quality control inspections are conducted on a regular basis to identify the number of violations missed by inspectors.	2004	24,000		29,000
			2005	25,000	14,100	21,798
			2006	25,000	17,557	0
Fire Marshal Functions	\$22,131	Number of business inspections are tracked monthly.	2004	N/A		N/A
			2005	N/A	N/A	N/A
			2006	N/A	N/A	0
		Review and inspect for each major event	2004	4		4
			2005	4	5	15
			2006	10	2	0
		The time to complete a fire/arson investigation is monitored.	2004	N/A		N/A
			2005	N/A	N/A	N/A
			2006	N/A	N/A	0

Department Name Building

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Housing and Dangerous Building Code Inspection and Enforcement	\$22,131	Determine the time required to conduct the initial inspection, and to respond to complainant.	2004	1 day		1 day
			2005	1 day	1 day	1 day
			2006	1 day	1 day	0
			2004	65%		85%
Land Management Code Enforcement	\$65,894	Track the percentage of complaints which result in identified code violations.	2005	85%	85%	85%
			2006	85%	85%	0
			2004	500		285
			2005	240	176	374
Ordinance Enforcement	\$87,664	Track the number of violations investigated by each code enforcement officer.	2006	300	73	0
			2004	N/A		-14%
			2005	2%	N/A	156%
			2006	5%	-58%	0
Plan review and permit issuance	\$339,272	Track the percent change in reported violations.	2004	N/A		24 hrs
			2005	24 hrs	24 hrs	24 hrs
			2006	24 hrs	24 hrs	0
			2004	N/A		14 days
		Track the response time for each complaint or observed violation	2005	14 days	14 days	14 days
			2006	14 days	14 days	0
			2004	N/A		220
			2005	200	107	215
		Track the time to achieve correction on each notice of violation.	2006	200	118	0
			2004	200		202
			2005	200	99	197
			2006	200	111	0

Department Name Building

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Plan review and permit issuance	\$339,272	Quarterly spot checks of fee calculations are made by another reviewer. All fees are 100% accurately calculated and collected.	2004	4		5
			2005	4	2	4
			2006	04	3	0
		Weekly staff meetings are held to allow field inspectors to identify weaknesses in the process.	2004	42		43
			2005	42	24	45
			2006	42	23	0

Department Name Building Maintenance

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Building Repairs and Maintenance	\$531,972	Percent of building repairs made within 30 days of receiving a complaint or request for service.	2004	90%		85%
			2005	90%	91	95
			2006	90%	92	0
			2004	90%		80%
			2005	90%	92	95
Inspections and contract supervision	\$115,504	Percentage of all city buildings inspected weekly.	2006	90%	92	0
			2004	20%		10%
			2005	20%	20	15
			2006	20%	20	0
			2004	100%		100%
Janitorial services and cleaning supplies	\$269,510	Percentage of alarm and fire protection systems inspected in City buildings yearly.	2005	100%	100	100
			2006	100%	100	0
			2004	90%		85%
			2005	90%	98	98
			2006	90%	98	0
		Percentage of customer complaints responded to within 72 hours, 24 hours for minor emergencies and 2 hours for major emergencies after receiving a service request.	2004	100%		100%
			2005	100%	99	99
			2006	100%	99	0
			2004	100%		100%
			2005	100%	100	100
		Percentage of elevators certified monthly.	2006	100%	100	0
			2004	100%		100%
			2005	100%	100	100
			2006	100%	100	0
			2004	100%		100%
			2005	100%	99	99
			2006	100%	99	0

Department Name

City Manager Office

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Community Support	\$62,279	Number of Community Events that the City Manager attends.	2004	N/A		N/A
			2005	N/A	40	40
			2006	N/A	40	0
		Number of months that Manager includes message in electronic newsletter	2004	N/A		N/A
			2005	12	6	12
			2006	12	6	
		Number of press releases issued to inform the public of Council Actions or City's achievements	2004	N/A		N/A
			2005	N/A	19	28
			2006		13	0
		Number of weeks that City Manager includes information reports in Council packet	2004	N/A		N/A
2005	100%		80%	95%		
2006	100%		0	0		
Council Support	\$62,279	Percent of months that Interagency Task meeting is held each year	2004	N/A		N/A
			2005	100%	100%	95%
			2006	90%	90%	0
		Percent of weeks that City Manager is interviewed on KPCW	2004	N/A		N/A
			2005	100%	100%	95%
			2006	100%	100%	0
		Percent of biweekly one on one meetings with Council Members and Mayor	2004	N/A	N/A	N/A
			2005	N/A	90%	95%
			2006	100%	90%	0
		Percentage of weekly updates provided to Council and Mayor	2004	N/A	N/A	N/A
2005	N/A		95%	100%		
2006	100%		100%	0		
Percentage of weeks that City Manganer includes a Managers Report providing miscellaneous updates with Council packets	2004	N/A		N/A		
	2005	100%	80%	95%		
	2006	100%	100%			

Department Name

City Manager Office

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Council Support	\$62,279	Weekly Council Meeting: E-packets and Website - Posted by Tuesday Morning a	2004	N/A	N/A	N/A
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	N/A	N/A	N/A
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	N/A		N/A
			2005	100%	100%	100%
			2006	100%	98%	0
			2004	90%		70%
Policy Implementation	\$62,279	Percent of city-wide goal-oriented performance measures achieved each year.	2005	80%	70%	80%
			2006	85%	80%	0
			2004	90%		90%
			2005	N/A	N/A	100%
			2006	100%	100%	0
			2004	100%	100%	100%
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	N/A		N/A
			2005	100%	100%	100%
Staff Support/Administration	\$62,279	Percent of direct-report staff performance reviews completed with 7 days of due date.	2004	100%	100%	100%
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	N/A		N/A
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	95%		90%
			2005	95%	95%	100%
			2006	100%	100%	0
			2004	100%	100%	100%

Department Name Engineering

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Budgeting, Supervision, and Administration	\$63,518	Monitor budget expenses and revenues monthly.	2004	100%		100%
			2005	100%	100%	100%
			2006	100%	100%	100%
			2007	100%	0	0
			2004	100%		100%
Ongoing Review and Coordination	\$148,210	Submit departmental budget information for inclusion in budget document on time.	2005	100%	100%	100%
			2006	100%	100%	100%
			2007	100%	0	0
			2004	90%		100%
			2005	90%	100%	93%
Projects	\$211,728	# of Private Development Reviews per year within 2 weeks of submittal	2006	93%	90.54%	91%
			2007	93%	0	0
			2004	95%		92%
			2005	90%	92%	92%
			2006	92%	91%	91%
Projects	\$211,728	Act on Permits Plus-routed applications within three weeks. Record number of signed-off permits per year.	2007	92%	0	0
			2004	85%		100%
			2005	85%	86%	86%
			2006	86%	87%	87%
			2007	87%	0	0
Projects	\$211,728	Review staff reports on completed CUP applications involving public improvements within 2 weeks. Timeframe does not reflect ongoing major projects.	2004	90%		86%
			2005	85%	86%	86%
			2006	86%	86%	86%
			2007	87%	0	0
			2004	100%		0%
Projects	\$211,728	Attend City Council and Planning Commission meetings where traffic calming is discussed	2005	0%	0%	0%
			2006	0%	0%	0%
			2007	0%	0%	0%
			2004	0%		0%
			2005	0%		0%
Projects	\$211,728	Bid Upper Park Avenue by January 31, 2004	2006	0%	0%	0%

Department Name

Engineering

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Projects	\$211,728	Bid Upper Park Avenue by January 31, 2004	2007	0%	0	0
		Coordinate the engineering approvals on all large private-sector projects within 30 days of submittal of each approvable construction phase.	2004	100%		100%
			2005	90%	100%	100%
			2006	100%	95%	95%
			2007	100%	0	0

Department Name Finance and Accounting

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Accounting/Audit	\$151,320	Effectiveness: Number of general ledger adjustments required by outside auditors during the year-end audit.	2004	0		0
			2005	0	0	0
			2006	0	0	0
			2004	58	373	7727101
Accounting/Audit (fixed assets)	\$30,113	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.	2005	101	1026,691,651	124,1203,10
			2006	124,1203,10	162,617,610	0
			2004	97.67%		100.00%
			2005	100.00%	100.00	100.00%
Business License	\$52,901	Effectiveness: Percentage of capital asset expenditures and disposals accurately entered in the Fixed Asset System each quarter.	2006	100%	100%	0
			2004	\$51.64		\$34.67
			2005	\$34.67	52.55	34.67
			2006	34.67	249.83	0
		Efficiency: Cost per fixed asset item entered in the Fixed Asset System.	2004	86		197
			2005	197	65	197
			2006	197	20	0
			2004	2.33%		0.00%
		Output: Number of fixed asset additions and disposals entered in the Fixed Asset System.	2005	0.00%	0.00%	0
			2006	0	0	0
			2004	98.28%		98.36%
			2005	98.36%	82.8	98.36%
		Quality: Number of fixed asset corrections to total fixed asset entries.	2006	98.36%	94.00%	0
			2004	\$2.42		\$2.52
			2005	\$2.52	3.58	\$3.59
			2006	\$3.59	\$2.91	0
		Effectiveness: Percentage of business licenses processed within one day of receipt of all fees and approvals.	2004	98.28%		98.36%
			2005	98.36%	82.8	98.36%
			2006	98.36%	94.00%	0
			2004	\$2.42		\$2.52
		Efficiency: Cost to process each business license.	2005	\$2.52	3.58	\$3.59
			2006	\$3.59	\$2.91	0

Department Name Finance and Accounting

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Business License	\$52,901	Output: Number of business licenses processed.	2004	58		304
			2005	304	118	127
			2006	127	174	0
			2004	1.07		1.19
			2005	1.19	2.74	6.82
Financial Services: Accounts Payable	\$133,854	Quality: Average response time for giving a business their license after receipt of all fees and approvals (days).	2006	6.82	3.28	0
			2004	\$5.16		\$5.43
			2005	\$5.43	6.60	3.39
			2006	3.39	7.06	0
			2004	5448		8429
		Efficiency: Total cost per check prepared and mailed.	2005	8429	3374	7114
			2006	7114	3608	0
			2004	0.24%		0.40%
			2005	0.40%	.39%	.58%
			2006	.58%	0.25%	0
Financial Services: Accounts Receivable	\$94,787	Output: Number of checks processed.	2004	96.26%		98.51%
			2005	98.51%	99.16	99.23%
			2006	99.23%	98.87%	0
			2004	\$0.46		\$0.53
			2005	\$0.53	.44	.43
		Efficiency: Average cost to record and deposit a customer payment.	2006	.43	.33	0
			2004	16,979		55,017
			2005	55,017	29394	56043
			2006	56043	29826	0
			2004	0	1	0
		Output: Number of payments recorded and deposited in the bank.	2005	0	210,156	0,210
			2006	0		21
			2004	0		21
			2005	0		21
			2006	0		21
		Quality: Average time to deposit a payment after receipt. Number of recorded payments needing account coding corrections (days).	2004	0		21
			2005	0		21
			2006	0		21
			2004	0		21
			2005	0		21

Department Name Finance and Accounting

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Financial Services:	\$94,787	Quality: Average time to deposit a payment after receipt. Number	2006	0, 210	0, 0	0
Financial Services: Payroll	\$144,996	Effectiveness: Number of check errors and percent of error-free checks paid timely.	2004	11	99.60%	16
			2005	16	99.87, 99.86%	12, 99.87%
			2006	12, 99.87%	7, 99.88%	0
		Efficiency: Cost per payroll check/direct deposit issued.	2004	\$3.86		\$3.13
			2005	\$3.13	2.97	2.94
			2006	2.94	3.21	0
		Output: Number of paychecks/bonus checks and direct deposits processed.	2004	2779		8916
			2005	8916	5089	9222
			2006	9222	5917	0
Treasury	\$18,093	Efficiency: Investment management cost divided into portfolio size as a percentage.	2004	0.01%		0.012%
			2005	0.012%	.01%	.01
			2006	.01	.01%	0
		Outcome: Percent of semi-annual deposit and investment monitoring reports in compliance with the Utah Money Management Act.	2004	100%		100%
			2005	100%	100%	100%
			2006	100%	100%	0
		Output: Percent of quarterly monitoring reports submitted to City Council.	2004	100%		100%
			2005	100%	100%	100%
			2006	100%	100%	0
		Output: Portfolio average monthly balance.	2004	N/A		\$50,821,902
			2005	N/A	58,838,804	\$62,690,499
			2006	\$62,690,499	\$65,026,860	0

12 12397
099

2%

Department Name Fleet Services

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Fleet Services	\$1,559,237	A customer satisfaction survey will be designed and distributed using a ranking system. The individuals surveyed will rank their experience on a scale of 1-4 (4=Great, 1=Terrible)	2004	4		5
			2005	3		3.3
			2006	3	3.3	0
		Effectiveness Measure Vehicle availability (Downtime vs Total time - this will be the measure as an average for each vehicle).	2004	97%		97%
			2005	95%		97%
			2006	95%	95%	0
		Percentage of Preventive Maintenance services completed on schedule.	2004			57.06
			2005	95%	0	95%
			2006	0	0	0

Department Name

Golf Maintenance

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Bunkers and Fairways	\$14,593	Number of days bunkers groomed per week	2004	2.5		4.8
			2005	2.5	2.8	2.35
			2006	2.5	2.3	0
			2004	2.5		3.1
			2005	2.5	2.6	3.0
Cross Country Ski Grooming	\$28,000	Percent of Budgetary Recovery for grooming operations	2006	2.5	3.0	0
			2004	100		100
			2005	100	100	100
			2006	100	100	0
			2004	2.5		4.9
Equipment Replacement and Maintenance	\$59,325	Number of staff hours spent on routine maintenance and set of equipment per week	2005	2.5	3.3	3.1
			2006	2.5	3.1	0
			2004	1.5		1.06
			2005	1.06	.98	1.08
			2006	1.06	1.08	0
Lakes, Streams and Irrigation System	\$70,900	Percent of mainline irrigation repairs made within 72 hours	2004	100		100
			2005	100	100	100
			2006	100	100	0
			2004	100		100
			2005	100	100	100
Miscellaneous	\$16,285	Number of times restrooms cleaned per week	2006	90	100	0
			2004	<225		153
			2005	<225	N/A	169
			2006	<225	N/A	0
			2004	3		3
Tree Care	\$43,569	Percentage of Trees Pruned per Season	2005	3	3	3
			2006	3	3	0
			2004	50		50
			2005	50	30	35

Department Name Golf Maintenance

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Tree Care	\$43,569	Percentage of Trees Pruned per Season	2006	50	15	0
Turf Care	\$253,317	Number of days greens groomed per week	2004	5	5.4	5.7
			2005	5	5.3	5.3
			2006	5	5.3	0
		Number of days tees groomed per week	2004	2.5		3.1
			2005	2.5	2.6	2.6
			2006	2.5	2.6	0

Department Name

Golf Pro Shop

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
General Administration	\$12,044	# of programs or task force involvement	2004	5		5
			2005	5	5	5
			2006	5	0	0
Golf Course operations	\$328,188	Average cost per round (End of Season)	2004	\$44.00		N/A
			2005	N/A	43.47	36.01
			2006	\$41.00	0	0
		Average cost per round (Fiscal Year) includes maintenance costs.	2004	\$44.00		\$44.90
			2005	\$44.00	44.52	\$41.90
			2006	\$41.00	26.17	0
		Percentage change in lodging. (seasonal)	2004	10%		N/A
			2005	N/A	-3%	8%
			2006	5%	0	0
		Percentage change in net revenues from previous year (Fiscal Year including depreciation)	2004	50%		N/A
			2005	N/A	18%	60%
			2006	12%	35%	0
		Percentage change in number of golfers from previous year (Fiscal Year)	2004	5.00%		5.00%
			2005	5.00%	-9%	-16%
			2006	5.00%	9.5%	0
		Percentage change in number of non-resident golfers. (seasonal)	2004	10%		N/A
			2005	N/A	-12%	20%
			2006	-5.00%	0	0
		Percentage change in number of resident golfers. (seasonal)	2004	10%		N/A
			2005	N/A	-8%	19%
			2006	5.00%	0	0
		Percentage of guests surveyed who rate program good or better. (seasonal)	2004	80%		N/A
			2005	N/A	88%	92%
			2006	90%	0	0
			2005	0	0	0
		Revenues per round (end of season)	2006	41.00	0	0

Department Name

Golf Pro Shop

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Golf Instruction	\$50,182	Percentage of customers surveyed who rated lesson as good or better (seasonal)	2004	80%		N/A
			2005	N/A	86%	89%
			2006	90	0	0
		Percentage of increase or decrease in previous years customers. (seasonal)	2004	10%		7%
			2005	N/A	4%	8%
		Percentage of repeat customers. (seasonal)	2006	5%	0	0
			2004	60%		N/A
			2005	N/A	62%	60%
			2006	65%	0	0
			2004	30%		N/A
Inventory for Resale	\$130,472	Achieve a return on investment of 25-40%. (End of Season)	2005	N/A	33%	46%
			2006	40%	0	0
			2004	30%		41%
			2005	30%	31%	61%
			2006	40%	0	0
		Gross retail revenue per customer by rounds played to be within national average for municipal courses. (seasonal)	2004	\$4.00		\$8.28
			2005	\$7.00	\$7.42	\$7.28
			2006	\$7.25	0	0

Department Name Human Resources

Program Name	Input	Performance Measure Description	Fiscal year			
			Target	Mid Year	Actual	
Pay and Benefits	\$197,381	# Of pay and benefits manuals or articles distributed annually	2004 25		34	
			2005 25		24	
			2006 25	7	0	
		# Of new hire orientations	2004 50		57	
			2005 50	30	27	
			2006 50	34	0	
		Change in percentage of turnover citywide	2004 5%		-11%	
			2005 N/A	-3.22%	-29%	
			2006 N/A	-13.2%	0	
		Percentage of employees who think HR's customer service is "satisfactory" or "above expectations".	2004			
			2005 80%		86%	
			2006 88%			
		Percentage of employees judging quality of HR products as "satisfactory" or "above expectations".	2004			
			2005 87%		87%	
			2006 90%			
		PCMC provides attractive rewards and opportunities to retain talent and expertise	2004			
			2005 3.50		3.57	
			2006 3.6			
		Percentage of employees who would "most likely" or "definitely" re-hire us in a private sector situation.	2004			
			2005 75%		75%	
			2006 75%			
		Percentage of turnover citywide	2004 10%		13%	
			2005 10%	9.78%	6.9%	
			2006 10%	6.1%	0	
		# of information, compliance and training opportunities annually	2004 10		2	
			2005 10	4	3	
			2006 10	3	0	
Personnel Policies	\$84,592	# of violations inquiries received annually (IRS, INS, OSHA, Labor Commission, DOL, WC)	2004 0	0	0	
			2005 0	0	0	

Department Name Human Resources

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Recruitment	\$89,291	# of information packets sent to managers	2006	0	0	0
			2004			
			2005	4	2	2
			2006	10	2	
		# of personnel actions processed	2004			2698
			2005			2414
			2006			
		# of work related injuries	2004	0		26
			2005	0	9	10
			2006	0	3	0
Recruitment	\$89,291	Percentage of acknowledge letters sent to applicants within 5 working days of receipt of application	2004	90%		95%
			2005	90%	100%	63%
			2006	90%	74%	0
		Percentage of citywide recruitments interviewing more than 30 days after ad opening	2004	40%		32%
			2005	40%		35%
			2006	25%	25%	0
		Percentage of citywide recruitments interviewing within 30 days after ad opening	2004	60%		68%
			2005	60%		64%
			2006	75%	75%	0
		Percentage of internal job announcements posted within 2 working days of ad approval by department	2004	100%		100%
Recruitment	\$89,291		2005	100%	100%	100%
			2006	100%	100%	0
		Percentage of external job ads listed no later than 7 days after ad approval by department	2004	100%		100%
			2005	100%	100%	100%
Recruitment	\$89,291		2006	100%	92%	0

Department Name Information Technology

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Computer Network	\$634,467	Average time in hours to resolve trouble tickets tracked in Magic	2004	36		7.15
			2005	36	4.46	4.04
			2006	24	3.8	0
		Average time in hours to respond to trouble tickets tracked in Magic	2004	4		1.39
			2005	4	1.23	1.05
			2006	2	1.19	0
Front Desk and Customer Services	\$65,312	Percent of departments able to make their own update	2004	100%		71%
			2005	71%	83%	100%
			2006	100%	99%	0
		Percent of infrastructure uptime	2004	97%		99.50%
			2005	97%	99.90%	99.90%
			2006	98%	99.9%	0
Phone Systems	\$139,956	Percent of server uptime	2004	97%		99.50%
			2005	97%	100%	99.90%
			2006	98%	100%	0
		Number of negative customer comment cards	2004	=>1		0
			2005	=>1	0	0
			2006	=<1	0	
Phone Systems	\$139,956	Percent of phone coverage Monday - Friday (8 a.m. to 5 p.m.)	2004	99%		100%
			2005	99%	100%	100%
			2006	99%	100%	0
		Percent of physical coverage Monday - Friday (8 a.m. to 5 p.m.)	2004	97%		99%
			2005	97%	100%	99%
			2006	98%	99%	0
Phone Systems	\$139,956	Average time in hours to respond to trouble tickets tracked in Magic	2004	24		0.33
			2005	24	0.01	0.01
			2006	2	.12	0
		Percent of phone system uptime	2004	95%		99.50%
			2005	95%	99.9%	99.9%
			2006	95%	99.9%	99.9%

Department Name Information Technology

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Phone Systems	\$139,956	Percent of phone system uptime	2006	98%	99.9%	0
			2004	=< \$30		\$27.73
			2005	=< \$42.50	37.34	37.42
			2006	=< \$42.50	36.89	0
Records Management	\$93,304	Average time in hours to fulfill records request	2004	24		5.22
			2005	24	8.33	16
			2006	24	14	0
		Number of E-size scanner pages scanned per month (average)	2004	3575		2712
			2005	1500	882	1106
			2006	1500	2016	0
		Number of letter-size scanner pages scanned per month (average)	2004	11500		5509
			2005	3000	6231	5030
			2006	4000	3667	0

Department Name Legal

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual			
Federal Grant and Contract Oversight	\$52,700	Annually review and update all contract, agreement and related legal forms.	2004	100%		100%			
			2005	100%		100%			
			2006	100%	100%	0			
		Average number of grants, contracts, and special service agreements processed annually 50 to 60.	2004	25-35		25-35			
		2005	25-35		50-60				
		Average turn around time for contract review and processing two to seven days.	2006	25-35	25-35	0			
			2004	2 to 7		3			
			2005	2 to 7		2			
			2006	2 to 7	2 to 7	0			
		Mayor, City Council, Boards and Commissions	\$187,309	95% of meetings as requested attended/ covered by an attorney.	2004	95%		99%	
		95% of requests for legal opinion completed within three days; some requests that are considered complex completed as soon as possible.	2005	95%		100%			
			2006	95%	100%	0			
				2004	95%		95%		
				2005	95%		98%		
				2006	95%	98%	0		
		Average turnaround time on staff report review one to five days.	2004	1 to 5		1 to 2			
			2005	1 to 5		1 to 5			
			2006	1 to 5	1 to 5	0			
			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.				
						2004	100%; 95%; 7		100%; 100%; 1
2005	100%; 95%; 7					100%; 100%; 1			
2006	100%; 100%; 1	100%; 100%; 1				0			

Department Name Legal

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Mayor/City Manager Support	\$50,000	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.	2004	7; 5; 10		7; 5; 5
			2005	7; 5; 10		7; 5; 10
			2006	7; 5; 10	7; 5; 9	0
			2004	10		N/A
			2005	7		N/A
			2006	7	N/A	
Personnel	\$31,500	Average length of time for completion of minutes ten days.				
Prosecutor	\$85,000	Average response time to legal questions from Human Resources and other departments one to three days. unless extenuating circumstances	2004	1 to 3		2
			2005	1 to 3		1
			2006	1 to 3	1 to 3	
			2004	1 to 3		1 to 2
			2005	1 to 3		1 to 3
			2006	1 to 3	1 to 3	
Risk Management	\$41,775	30% Deputy City Attorney time spent as prosecutor. 15% Assistant City Attorney time spent as prosecutor	2004	40%		40%
			2005	40%		40%
			2006	30%	30%; 15%	
			2004	90 to 95%		95%
			2005	90%		95%
			2006	90%	90%	
Risk Management	\$41,775	90-95% clerical time assigned to prosecutor.	2004	80 to 95%		100%
			2005	80 to 95%		80%
			2006	80 to 95%	80%	
			2004	3 to 7		3 to 7
			2005	3 to 7		7
			2006	3 to 7	3 to 7	
Risk Management	\$41,775	Minimum 80-95% conviction rate of criminal misdemeanor charges that go to trial.	2004	100%		100%
			2005	100%		100%
			2006	100%		100%
			2004	100%		100%
			2005	100%		100%
			2006	100%		100%
Risk Management	\$41,775	Requests for information/charges screening completed within 3 to 7 days.	2004	3 to 7		3 to 7
			2005	3 to 7		7
			2006	3 to 7	3 to 7	
			2004	100%		100%
			2005	100%		100%
			2006	100%		100%

Department Name Legal

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Risk Management	\$41,775	100% underwriter deadlines met. 95% claims/incidents investigated within one week, unless extenuating circumstances.	2006	100%	100%	
			2004	95%		95%
			2005	95%		95%
		Average response time to loss trends and safety concerns one to seven days.	2006	95%	95%	
			2004	1 to 7		3
			2005	1 to 7		1
		Completion of at least three departmental educational/assessment programs per year.	2006	1 to 7	1	
			2004	3		4
			2005	3		2
			2006	3	3	
Water Rights	\$114,159	30% of Deputy City Attorney's time spent on water issues.	2004	40%		45%
			2005	40%		40%
			2006	40%	50%	
		95% water meetings attended by attorney.	2004	95%		95%
			2005	95%		95%
			2006	95%	95%	
		Fully executed agreements, approved change applications, environmental requirements satisfied, water quality concerns addressed, projects built, water flowing to customers.	2004	Same		Same
			2005	Same		Same
			2006	Same	Same	
			2006	Same	Same	

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Department Name Library

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Adult Services	\$147,770	Collection Size-Items (books, tapes, CD's, etc.) per capita	2004	6.5		6.6
			2005	6.8	6.9	7.025
			2006	7	6.983	0
		Percentage of program attendees who report being satisfied to highly satisfied.				
Circulation Services	\$244,141	Circulation per capita	2005	70%	na	98%
			2006	100%	89%	0
			2004	9.7		8.9
			2005	9.8		10.08
			2006	11	*	0
Technical Services	\$122,071	Internet users per computer (daily)*	2004	10		12.7
			2005	14	9.5	11.07*
			2006	12	10.23	0
		Number of users per day.	2004	100		143
			2005	145	152	155
			2006	160	143	0
Youth and Hispanic Services	\$128,495	Checkout Rate of Children's Collection-Circulation per item	2004	1.5		1.36
			2005	1.6		3.76
			2006	4		0
		Percentage of program attendees who report being satisfied to highly satisfied				
			2005	80%		100%
			2006	100%	100%	0

Department Name Parks and Cemetery

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Cemetery	\$28,756	Average number of staff hours per burial	2004	9		13
			2005	10	13	11
			2006	10	11	0
Park Amenities and infrastructure, turf and athletic fields	\$396,274	Percent of mowing contracted versus in house	2004	19		19
			2005	19	22	24
			2006	19	24	0
		Percentage of acres mowed as per mowing schedule	2004	100		100
			2005	100	100	100
			2006	100	100	0
		Percentage of park amenities checked daily.	2004	90		94
			2005	90	90	95
			2006	95	96	0
Public safety	\$202,774	Percentage of Sidewalks and stairs cleared of ice and snow within 10 hours following the end of a storm.	2004	100		90
			2005	90	90	96
			2006	90	95	0
Trash clean-up / special events & decorations	\$264,973	Number of staff hours allocated for events.	2004	1,500		1,940
			2005	1,500	740	2931
			2006	1,500	2388	0
		Number of times banners were changed throughout the year.	2004	14		16
			2005	14	14	16
			2006	14	6	0
		Percentage of trash containers checked daily.	2004	90		90
			2005	90	90	95
			2006	90	95	0

Department Name Planning

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Planning Department development and permit review	\$598,845	Number and type of applications received per Planning Department's monthly ACCESS activity log.	2004	N/A		N/A
			2005	N/A	182	
			2006	0	135	0
		Number of Permits issued as tracked in Monthly ACCESS report.	2004	N/A		N/A
			2005	N/A	161	
			2006	0	638	0
		Percentage (%) of Action Letters issued with 5 working days of final Action	2004	90%		90%
			2005	90%	85%	
			2006	0	75%	0
		Percentage (%) of application completion cards sent out within 48 hours of project manager assignment.	2004	90%		95%
2005	90%		75%			
2006	0		50%	0		
Staff Support to City Council & Commissions	\$199,615	Percentage (%) project comment letters within 5 working days of staff review/Commission meetings.	2004	75%		N/A
			2005	N/A	N/A	
			2006	0	75%	0
		Number of Staff presentations before Council, commissions, boards, and task forces.	2004	N/A		192
			2005	N/A	90	219
			2006	N/A	125	0
		Number of staff reports written.	2004	N/A		192
			2005	N/A	90	219
			2006	0	105	0
				Percentage (%) of staff reports completed by Thursdays at 5 PM.	2004	75%
2005	75%				75%	65%
2006	75%				75%	0
Percentage (%) of staff reports provided to applicants by 5 PM Friday prior to meeting.	2004			90%		100%

Department Name Planning

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Staff Support to City Council	\$199,615	Percentage (%) of staff reports provided to applicants by 5 PM	2005	90%	100%	100%
			2006	100%	100%	0

Department Name Police

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Administration Section	\$1,310,084	% of calls dispatched within five minutes of receipt to officers	2004	90%		95%
			2005	90%	90%	87%
			2006	90%	100%	
		% of cases given disposition codes	2005	N/A	N/A	N/A
			2006	80%	80%	
		% of requests met within ten days	2004	100%		100%
			2005	100%	100%	100%
			2006	100%	100%	
		% of state required forms submitted within the 10 day time frame required by state statute.	2004	90%		100%
			2005	100%	95%	95%
Operations Section	\$1,965,125	% of victims contacted within ten working days	2006	100%	100%	
			2004	90%		95%
			2005	90%	75%	80%
			2006	90%	80%	
		Number of phone calls received annually by dispatch	2004	N/A		N/A
			2005	N/A		112000
			2006	N/A	na	
		Total number of cases referred to investigations	2005	N/A	N/A	N/A
			2006	N/A	na	
		Total number of Part I crimes reported	2004	N/A		554
Operations Section	\$1,965,125		2005	N/A		534
			2006	N/A	218	
		% of calls responded to within 15 minutes	2004	95%		90%
			2005	90%	86%	92%
			2006	90%	88.5%	
		% of Operations Staff with viable Problem Oriented Policing projects	2005	N/A	N/A	25%
			2006	75%	90	
		Average number of calls per day	2004	N/A		50
			2005	N/A		51
			2006	fill	61	
Operations Section		Average response time (minutes)	2004	<15 minutes		7 minutes
			2005	<15 minutes		6 minutes

Department Name

Police

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Operations Section	\$1,965,125	Average response time (minutes)	2006	<15 minutes	5.5 minutes	
		Total DUI arrests	2005	N/A	N/A	120
			2006	N/A	52	
		Total number of citations issued	2004	3000		3589
			2005	3000	1312	2633
			2006	3000	858	
		Total number of Community meetings/contacts per year	2005	N/A	N/A	N/A
			2006	5	23	
		Total number of directed foot and bike patrol incidents initiated by officers assigned sectors	2005	N/A	N/A	N/A
			2006	300	219	
		Total number of directed traffic enforcement incidents initiated	2005	N/A	N/A	346
			2006	N/A	354	
		Total number of school zone enforcement incidents initiated	2005	N/A	N/A	N/A
			2006	180	183	
		Total number of speed trailers deployed	2005	N/A	N/A	N/A
			2006	300	62	
		Total number of students completing DARE Program	2005	N/A	N/A	230
			2006	250	310	
		Total number of students processed for truancy	2005	N/A	N/A	N/A
			2006	N/A	51	
		Total number of traffic stops conducted	2005	N/A	N/A	4000
			2006	N/A	3120	
		Total number of youth programs receiving officer participation	2005	N/A	N/A	3
			2006	5	35	

Department Name Public Affairs and Communications

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
City Liaison, Community Economic Development, Open Space and Property Acquisition	\$75,100	To constantly review and assess community development options, and to compare our overall performance against other tourist-based communities.	2006	Yes	Yes	0
Community Outreach	\$19,247	Hold community interest group meetings by June 30.	2004	3		
		Hold 2nd Homeowner & part-time resident social	2005	4	10	15
			2006	10	6	0
			2004	1		1
			2005	2	1	1
			2006	1	1	1
Leadership 2000, and City Tour. Olympic Legacy Planning & Imp.	\$21,980	Did the City Tour increase the three goals intended: 1) learn from other communities experiences; network with others both locally and in communities we visit; 3) have fun	2006	Yes	Yes	Yes
		Ratio of Leadership applicants to those accepted.	2004	1:3		1:3
			2005	1:3	1:2.5	1:2.9
			2006	1:25	1:3	1:3
Manager, Council, Employee Trainings, Farm Tours	\$31,307	Minimum of 6 meetings	2004	6		6
			2005	6	8	8
			2006	7	4	0
Policy advisor and public process/outreach for the City.	\$35,535	# days before/after distribution deadline that the major publication is distributed.	2004	+10		+10
		# of days before/after the 30 day deadline that Council receives the results of the citizen survey.	2005	+10	+10	+10
			2006	Yes	Yes	0
			2004	+10		+10
			2005	N/A	N/A	
			2006	NA	na	0
Public Communications	\$19,247	Publish press releases on city issues; City Newsletter, meetings, etc	2004	25		25
			2005	40	20	40
			2006	40	20	0

Department Name Public Works Administration

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Public Works Administration	\$253,937	Percent of responses to service/information requests within 24 hours	2004	100%	92%	100%
			2005	100%	95%	100%
			2006	100%	96%	

Department Name

Recreation

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Adult Recreation Programs	\$345,000	Increase in the number of participants in each program from one calendar year to the next.	2004	5%		23%
			2005	7%	12.75%	10.2%
			2006	13%	10.98%	0
			2006	10%	0	0
			2004	75%		86%
Children and Youth Recreation programs	\$243,778	Increase in the number of participants in each program from one calendar year to the next.	2005	80%	92%	91.25%
			2006	95%	93%	0
			2004	5%		5%
			2005	7%	12%	10%
			2006	12%	14.5%	0
Racquet Club	\$547,900	Track pass sales on a monthly basis through the registration system.	2004	75%		93%
			2005	80%	87%	94.625%
			2006	95%	92.5%	0
			2006	30%	0	0
			2006	10% Increase	22% Increase	0
Recreation Facility	\$547,900	Front desk supervisor will keep a log of customer service complaints. Goal is to keep complaints to fewer than .01% of customer contacts (as compiled on sign-in sheets)	2004	1%		0%
			2005	0.05%	.02%	.01%
			2006	.01%	.007%	0
			2004	1.5		93%- 5day, 92
			2005	1.5		92%-5 day, 9190%-5 day, 93
		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.	2006	1.5		90%- 5 day, 90

% one day
3% 1 day

Department Name Special Events and Facilities

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Boards and Commissions	\$9,866	Calculate the percentage of organizers surveyed who rate the City's customer service as good or higher. (Quality)	2004	80%		82%
			2005	80%	na	N/A
			2006	80%	0	0
			2004	2		1
			2005	2	na	NA
Coordinate Facility Use	\$83,858	Calculate the number of days for response to repair items (Efficiency)	2006	2	0	0
			2004	774		598
			2005	650	367	370
			2006	712	0	0
			2004	333		224
Film Permitting	\$24,664	Calculate the number of paid rentals (Output and Outcome)	2005	290	47	443
			2006	310	138	0
			2004	80%		NA
			2005	80%	na	
			2006	80%	0	0
		Calculate the percentage of tenants surveyed who rate the City's customer service as good or higher. (Quality)	2004	\$45		\$32
			2005	\$45	\$52	72.47
			2006	45	0	0
			2004	4		4.2
			2005	4	5	5
		Calculate the average number of days prior to filming that neighbors are notified (Output)	2006	4	0	0
			2004	\$19,109		\$6,991
			2005	\$10,000	\$1000	2174
			2006	15000	0	0
			2004	88		49
		Calculate the fees received from film permits (Workload)	2005	50	48	78
			2006	65	0	0
			2004	88		49
			2005	50	48	78
			2006	65	0	0
		Calculate the number of days of filming in Park City (Output and Outcome)	2004	88		49
			2005	50	48	78
			2006	65	0	0
			2004	88		49
			2005	50	48	78

Department Name Special Events and Facilities

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Film Permitting	\$24,664	Calculate the number of film applications (Output and Outcome)	2004	23		17
			2005	20	4	15
			2006	22	0	0
Special Events	\$128,256	Calculate the number of events held in Park City (Output and Outcome)	2004	93		72
			2005	75	32	55
			2006	84	42	0
		Calculate the percentage of organizers surveyed who rate the City's customer service as good or higher. (Quality)	2004	80%		85%
			2005	80%	na	NA
			2006	80%	0	0
		Calculate the total number of days that there are events in Park City (Output and Outcome)	2004	100		126
			2005	140	65	101
			2006	160	0	0

Department Name

Street Maintenance

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
City Support & Events	\$61,434	Percentage electronic signs are operational per event.	2004	80%		100%
			2005	80%	100	100%
			2006	80%	100%	0
			2004	90%		100%
		Percentage of barricades set up completed within 2 hours of event(s).	2005	90%	100	100%
			2006	90%	100%	0
			2004	100%		100%
			2005	100%		100%
Clean-up Maintenance	\$399,317	Percentage of flood control devices inspected weekly from April 15 to June 15.	2004	100%		100%
			2005	100%	100	90%
			2006	100%	100%	0
			2004	100%		97%
		Percentage of residential streets swept every 30 days.	2005	100%	100	97%
			2006	100%	98%	0
			2004	20%		25%
			2005	20%	30	60%
Graffiti Removal	\$73,930	Percentage of graffiti removed within one week of receiving a complaint or service request.	2006	20%	90%	0
			2004	90%		100%
			2005	90%	100	100%
			2006	90%	100%	0
Street Maintenance	\$376,430	Number of road patches required per year due to utility cuts.	2004	15		22
			2005	20	26	7
			2006	35	9	0
			2004	26		26
		Number of street overlays and slurry seals applied as determined by the bi-annual survey.	2005	24	25	25
			2006	24	27	0
			2004	100%		100%
			2005	100%	100	90
		Percentage of potholes filled within 72 hours of receiving a complaint or service request.	2006	100%	95%	0

Department Name Street Maintenance

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Street Maintenance	\$376,430	Percentage of sidewalk repairs made within 30 days of receiving a complaint or service request.	2004	90%		100%
			2005	90%	95	100%
			2006	90%	100%	0
Winter Snow Operations	\$498,740	Percentage of roads plowed within 16 hours after a storm.	2004	100%		90%
			2005	100%	100	95%
			2006	100%	98%	0

Department Name Streets, Lights, and Signs

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Street Light Maint. & Electrical	\$152,053	Percentage of city street lights operating. Percentage of city street lights repaired within 30 days of receiving a complaint or requests for service.	2004	96%		97%
			2005	96%	91	96
			2006	96%	97%	0
			2004	80%		80%
Traffic Control & Sign Repair	\$38,247	Percentage of signs inspected per year. Percentage of traffic control devices repaired within 30 days.	2005	80%	85	90%
			2006	80%	90%	0
			2004	100%		100%
			2005	100%	100	100%
			2004	90%		100%
			2005	90%	98	100%

Department Name Swede Alley Parking Structure

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
China Bridge/Gateway Parking Structures	\$56,500	Percentage of monthly inspections conducted on lighting systems	2004	80		100
			2005	80	93	
			2006	80	0	0
			2004	30		30
		Percentage of structural surveys conducted every 3 years.	2005	30	30	
			2006	30	0	0

Department Name

Tennis

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Tennis	\$418,926	Measure participants in each program (+/- %)	2004	5%		12%
			2005	5%	9%	19%
			2006	20%	28.5%	0
		Number of articles published about tennis programs.	2004	20		23
			2005	20	8	19
			2006	20	15	0
		Percentage of court hours booked during hours of operation	2006	50%	0	0
		Profit by program.	2004	10%		38%
			2005	12%	27%	19%
			2006	20%	57%	0

Department Name Transit

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Parking Appeals Program	\$5,000	1) Ratio of appeals to tickets	2004	2.60%		5.87%
			2005	3.00%	4.86%	4.58%
			2006	3.00%	2.94%	0
			2004	14.00		17.20
			2005	14.00	16.54	15.52
Transit - Elderly/Handicapped	\$110,000	2) Appeals processing time (days)	2006	14	16.46	0
			2004	\$18.75		\$19.29
			2005	\$19.25	N/A	12.92
			2006	17.50	N/A	0
			2004	3,650		3,589
Transit - Fall Service	\$466,607	1) Cost per passenger	2005	3,750	N/A	5490
			2006	5500	N/A	0
			2004	70,000		86,636
			2005	70,000	103,070	103,070
			2006	70,000	56197	56197
Transit - Special Events	\$75,000	1) Cost per revenue hour	2004	\$44.00		\$47.49
			2005	\$48.00	\$43.07	43.07
			2006	46.00	43.96	43.96
			2004	11.32		11.83
			2005	12.00	11.03	11.03
		1) Passengers per revenue hour.	2006	12.00	15.88	15.88
			2004	\$4.00		\$4.01
			2005	\$4.00	\$3.91	3.91
			2006	4.00	2.76	2.76
			2004	0.79		0.83
		2) Passengers per route mile.	2005	0.85	0.69	.69
			2006	.75	1.04	1.04
			2004	2.632		2,752
			2005	2,800	3,533	
			2006	3000	4437	4437
		3) Passenger trips per employee.	2004	\$0.25		\$0.27
			2005	\$0.25	N/A	.35

Department Name Transit

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Transit - Special Events	\$75,000	1) Cost per passenger	2006	30	N/A	0
		2) Passengers per year	2004	265,000		253,512
			2005	265,000	N/A	202060
			2006	225000	N/A	0
Transit - Spring Service	\$284,118	1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.				
			2004	70,000		56,293
			2005	70,000	N/A	67774
			2006	70000	N/A	0
			2004	\$44.00		\$48.66
			2005	\$48.00	N/A	43.11
			2006	46.00	N/A	0
			2004	12.22		12.53
			2005	12.60	N/A	12.18
			2006	12.00	N/A	0
		2) Cost per passenger	2004	\$3.70		\$3.88
			2005	\$3.70	N/A	3.54
			2006	4.00	N/A	0
		2) Passengers per route mile.	2004	0.90		0.79
			2005	0.90	N/A	.81
			2006	.85	N/A	0
		3) Passenger trips per employee.	2004	1,714		1,650
			2005	1,700	N/A	2053
			2006	2000	N/A	0
Transit - Summer Service	\$407,271	1) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.				
			2004	70,000		62,935
			2005	70,000	37,204	37204
			2006	70000	171461	171461
		1) Cost per revenue hour	2004	\$44.00		\$47.47
			2005	\$48.00	\$43.12	43.12
			2006	46.00	43.78	43.78
		1) Passengers per revenue hour.	2004	14.6		15.49
			2005	15.50	16.51	16.51
			2006	16.00	18.43	18.43
		2) Cost per passenger	2004	\$3.10		\$3.06

Department Name Transit

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Transit - Summer Service	\$407,271	2) Cost per passenger	2005	\$3.05	\$2.61	2.61
			2006	2.75	2.37	2.37
			2004	1.05		1.11
			2005	1.15	1.03	1.03
			2006	1.10	1.36	1.36
			2004	4.600		4.976
			2005	5.000	5.105	5.105
			2006	5000	5043	5043
			2004	\$0.015		\$0.014
			2005	\$0.015	N/A	.013
Transit - System Analysis	\$25,000	1) System analysis cost per passenger.	2006	.014	N/A	0
			2004	65,000		67,335
			2005	70,000	N/A	41620
			2006	60000	N/A	0
			2004	\$44.00		\$47.48
			2005	\$48.00	N/A	43.1
			2006	46.00	N/A	0
			2004	33.00		36.20
			2005	37.00	N/A	37.64
			2006	37.00	N/A	0
Transit - Winter Service	\$1,209,271	1) Passengers per revenue hour.	2004	\$1.36		\$1.31
			2005	\$1.33	N/A	1.15
			2006	1.25	N/A	0
			2004	2.85		2.67
			2005	2.85	N/A	2.01
			2006	2.25	N/A	0
			2004	19,000		22,290
			2005	22,500	N/A	18766
			2006	20000	N/A	0
			2004	65,000		67,335

Department Name Water Operations

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Customer Service / Water Conservation	\$38,788	Annual Percentage of leaks detected within 38 days.	2004	90%		100%
			2005	100%	100%	100%
			2006	100%	100%	0
			2004	4		5.5
Emergency Service	\$146,251	Annual Average time to begin dig / repair on mainline breaks.	2005	4	2	
			2006	4	2	0
			2004	100%		80%
			2005	95%	100%	100%
Meter Maintenance	\$54,261	Annually - Percentage of faulty meters repaired / replaced within two weeks of identification.	2006	100%	100%	0
			2004	95%		98%
			2005	95%	98%	98%
			2006	95%	95%	0
Meter Reads	\$162,079	Average man days to complete initial meter reads each month	2004	12		7.5
			2005	7	7	7
			2006	7	7	0
			2004	100%		100%
Safety	\$17,063	Annual lost work time hours directly related to work related accidents.	2005	100%	72%	0%
			2006	100%	0%	0
			2004	0		536
			2005	0	0	0
System Maintenance - Preventative	\$302,039	Annual - Percentage of PRV / regulator checks completed in the first week of each month.	2006	0		
			2004	0		1
			2005	0	0	0
			2006	0		
			2004	90%		100%
			2005	95%	100%	100%
			2006	100%	100%	0
			2004	12		7.5

Department Name Water Operations

Program Name	Input	Performance Measure Description	Fiscal year	Target	Mid Year	Actual
Training / Certification	\$24,036	Annually - Percentage of water operators certified in distribution and treatment.	2004	100%		100%
			2005	100%	82%	91%
			2006	100%	100%	0
			2004	100%		100%
Water Quality	\$50,000	Compliance with State/EPA water quality requirements	2005	100%	100%	100%
			2006	100%	100%	0

Department Name Economic Development and Capital Projects

Program Name	Input	Performance Measure Description	Fiscal Year	Target	Mid Year	Actual
Economic Development Plan	\$87,570	# of strategies/action steps / projects of the Econ. Dev. Plan that were developed and advanced	2004 15	10	18	
			2005 18	12	21	
			2006 12	16	tbd	
			2004 5%	N/A	16%	
		% increase in annual sales tax revenues	2005 5%	12%	19.5%	
			2006 8%	N/A	tbd	
			2004 5%	N/A	N/A	
		% increase in the number of yearly visitors	2005 5%	N/A	13%	
			2006 6%	N/A	tbd	
			2004 2	2	2	
Capital Projects	\$204,328	# of Econ. Dev. projects Park City is requested to take part in that are regional or state-wide	2005 2	1	3	
			2006 3	2	tbd	
			2004 80%	90%	100%	
			2005 85%	50%	90%	
		% of capital projects completed within forecasted time frame and within budget.	2006 85%	80%	tbd	
			2004 35%	45%	54%	
			2005 45%	60%	62%	
		% of budgeted CIP projects that are either under design, construction or have been completed.	2006 50%	55%	tbd	
			2004 5	8	8	
			2005 7	5	8	
		# of budgeted large CIP projects that are either under design, construction or have been completed.	2006 8	9	tbd	

2006 Park City Goals and Targets for Action

TOP PRIORITY

Goal 1 Quality Water - Dana Williams and Candace Erickson; Alternate, Jim Hier				
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
1. Pipeline/Preferred Project Agreements Jerry Gibbs	Determine a preferred project with Weber Basin and Bureau of Reclamation	04/04	02/06	Complete
	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation			
	2. Decision point – Park City/County may opt out	03/05	04/06	Pending
	3. WBWCD Water Sales/Petition Agreement	04/05	05/06	Pending
2. Water Conservation Strategy and Actions Jerry Gibbs	4. Decision point – Park City /County may opt out	05/06		Pending
	Develop Outreach/Education/Task Force Plan	Monthly		Ongoing
	1. Water Conservation Task Force	Annual		Ongoing
	2. Conservation and Drought Plans	Monthly		Ongoing
	3. Water Conservation education program			
3. Water Treatment Plants Jerry Gibbs	4. User rates review	01/06	05/06	Pending
	5. Impact fee procedures review	01/06	05/06	Pending
	2006 Comprehensive Review			
	1. Judge: Resolve Plant Location and Land Transfer with Talisker	12/05	05/06	Pending
	2. Judge: Determine Scope and Timing for Plant Design and Construction	09/05	05/06	Pending
4. Other Water Solutions – Supply Options Jerry Gibbs	3. Park Meadows Well Treatment Facility Design & Construction	04/06	06/06	Pending
	4. Judge: Plant Design	08/04	08/06	Pending
	5. Judge: Plant Construction	04/06	07/07	Pending
	1. Summit County, Snyderville Basin Water Reclamation District Cooperation Discussions /Stream Flow Enhancements	Annual		Ongoing
	2. JSSD Water Discussions – Pipeline	Annual	On Hold	On Hold

TOP PRIORITY

Goal 1 Quality Water - Dana Williams and Candace Erickson; Alternate, Jim Hier

Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
4. Other Water Solutions (Cont.)	3. Water Strategic Planning and Goal Setting 4. Resolve Talisker Water Supply Source 5. Snyderville Basin Water Supply Study	09/04 12/05 10/05	02/06 05/06 11/06	Complete Pending Pending
5. Water Funding Strategy Jerry Gibbs	1. Pursue future appropriations and authorizations 2. Develop water strategy plan	Annual 09/05	2/06	Ongoing Complete

TOP PRIORITY				
Goal 2 Preservation of Park City Character – Marianne Cone and Dana Williams; Alternate, Candace Erickson				
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
1. Old Town Improvements Colin Hilton	1. Downtown Projects - Parking Garage Open - Garage finishes/landscaping - Town Plaza - USPS Talks, Site footprint determined - Public Dialogue - Design Complete - Base Construction Complete - Marsac Building - Space programming exercise - Design complete - Construction Start - Construction end 2. Prospect Street – Construction	12/05 05/06 09/06 09/06 02/07 10/07 10/06 02/07 09/07 05/08 11/06	02/06	Complete Pending Pending Pending Pending Pending Pending Pending Pending Pending Ongoing
2. Affordable Housing Phyllis Robinson	1. Monitoring of Deer Valley Drive Project 2. Update Affordable Housing Resolution 3. Adoption of Affordable Housing Strategic Plan 4. Identify development options and resources for City-Owned parcels identified for affordable housing 5. Housing General Plan Element Review and Update 6. Quarterly housing status updates 7. Senior Housing	02/06 02/06 03/06 05/06 09/06 Ongoing Ongoing	07/06 04/06 05/06 	Ongoing Complete Pending Pending Underway Ongoing Ongoing
3. Trash and Recycling Jerry Gibbs	1. Decision on recycling facility relocation 2. Assess Trash Strategies	09/04 04/06	05/06	Pending Pending
4. Environmental Initiatives Alison Butz	1. Adopt Environmental Strategic Plan 2. Identify Action Items for Strategic Plan 3. Implement Strategic Plan	02/06 07/06 08/06		Complete Pending Pending
5. Historic Preservation Patrick Putt	1. HPB- Review of Historic District - - Significance Survey – 60 complete		07/06	In Progress

TOP PRIORITY

Goal 2 Preservation of Park City Character – Marianne Cone and Dana Williams; Alternate, Candace Erickson				
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
	- Historic District Guideline Review 2. Implementation of City-Owned Historic Structures Plan 3. 801 Park Ave Preservation 4. Upper Main Park/Structures		04/06 06/06 06/06 06/06	Ongoing Ongoing Ongoing Ongoing
6. Assisted Living Phyllis Robinson	1. Facilitate Facility Discussions	Ongoing		Ongoing

TOP PRIORITY

Goal 3 Effective Transportation and Parking System – Jim Hier and Roger Harlan; Alternate, Marianne Cone					
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status	
1. Traffic Calming Jerry Gibbs	See attached Traffic Calming Summary Report				
2. Regional Transportation Eric Nasset	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. Secure land for expanded transit maintenance-storage facility 7. Implement employee carpool incentive program 8. Implement action items from 7/8/05 Transit Planning Summit a. Needs analysis and concept design for expanded transit storage maintenance facility - b-Determine land needs for transit hub and park and ride (Quinn's and Kimball) - c-Joint Planning/review task force IHC proposal - d-Needs analysis and concept design for expanded transit storage maintenance facility - e-Develop public education program concept and outline (program and resource) f. Draft 248 corridor agreement with UDOT	Annual Annual 09/04 12/04 06/05 10/05 Annual 10/05 10/05 Ongoing 10/05 10/05 11/05 02/06 06/06	Annual Annual 2/06 12/06 Complete 03/06 06/06 06/06 06/06 	Ongoing Ongoing Ongoing Complete In Progress Ongoing Complete In Progress In Progress In Progress	
3. Transportation Strategic Plan Kent Cashel	1. Adopt Plan and Strategies 2. Implement Strategies				

TOP PRIORITY

Goal 4 World Class, Multi-Seasonal/Resort Community – Jim Hier and Marianne Cone; Alternate, Joe Kernan

Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
1. Economic Development Colin Hilton	Implementation of 2006 Economic Development Strategic Plan Initiatives 1. Center for Applied Digital Media – set-up in PC 2. Prospector/Bonanza Redevelopment Area (PBR District) 3. Market analysis – inventory existing business types; compare against demand model 4. Continued emphasis on Downtown Improvements infrastructure - Town Plaza, shell space on garage - Pedestrian pathway improvement	06/06 09/06 2007 2007		Pending Ongoing Pending Pending
2. Support for Arts: Direction Gary Hill	1. Art in Public Places Implementation 2. Bus Shelter Implementation 3. Installation of Round Valley Sound Treasures	Ongoing 08/05 08/06	04/06	Ongoing In Progress Pending
3. Community Amenities and Events: Evaluation, Future Direction Alison Butz	1. Special Events Retention & Attraction - Economic Development Plan 2. Monitor Museum Expansion 3. Destination Events/Activities Joint Venture - Recruitment of Joint Venture Position 4. Golf Course Pro Shop Acquisition 5. Imperial Hotel Sold or Traded 6. Strategic Plan for Farm	Ongoing 11/04 11/05 07/05 09/04 03/05	 01/06 01/06 04/06 05/06	Ongoing Ongoing Pending Pending Ongoing Ongoing

HIGH PRIORITY

Goal 5 Recreation, Open Space and Trails – Candace Erickson and Joe Kernan; Alternate, Marianne Cone					
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status	
1. Ongoing Open Space Acquisition Myles Rademan	1. Flagstaff - Distribution of open space contribution 2. Gambel Oak - Legislation 3. Red Maple/Air Force 4. 2006 Open Space Bond – Decision 5. Other Properties	03/04 10/04 10/04 05/06 09/06	Fall/06 Fall/06	Ongoing Ongoing Ongoing Pending Pending	
2. Conservation Easements Myles Rademan	1. Additional easement monitoring on new acquisitions 2. Conservation Easement on Farm	08/05 04/06	01/06	Pending Pending	
3. Trail Development Plan Matt Twombly	1. Farm Trail Parking - Irrigation/trees, alternatives 2. Trailhead Parking Phase II a. Cove b. Round Valley – Quinn's Rec Complex c. Other sites as available 3. Round Valley Trails - Friends of Trails - Cross Country Ski Trails 4. Citywide study for "Safe Streets/Walkable Communities", Pedestrian and Bicycle Facilities	09/04 04/05 11/05	09/06 " " 09/06 12/06	Pending Ongoing Pending Pending	
4. Neighborhood Parks/City Park Ken Fisher	1. Completion of construction of 2 neighborhood parks 2. Skate Park Commencement of Construction - Completion 3. City Park Recreation Building - Task Force recommendation on potential uses - RFP for Design 4. Poison Creek – Recommendation on creek enhancements 5. Old Town Stairs rights-of-way – Policy on use by residents 6. Replace Infield at City Park	10/05 02/06 07/06 02/06 04/06 05/06	10/06 04/06 06/06 06/06 09/06	In Progress Pending Pending Complete Pending Pending In Progress Pending	

HIGH PRIORITY

Goal 5 Recreation, Open Space and Trails – Candace Erickson and Joe Kernan; Alternate, Marianne Cone

Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
5. Ice Rink Stacey Noonan	1. Ice Fundraising & Naming Campaign – local effort 2. Ice Arena Opening 3. Ice Arena Completion	02/06 02/06	06/06	Pending Complete
6. Recreation and Racquet Club: Next Steps Ken Fisher	1. Racquet Club/Recreation - Award of construction contract - Replacement of plumbing & remodel locker rooms - Long-term maintenance plan for facility - Recommendation – Future Capital Improvements 2. Frisbee Golf - Determine local ski area interest in developing frisbee golf course 3. Dirt Jump Park- Plan in place for future facility location 4. Dog Park - Determine SBSRD interest in a regional facility	03/06 04/06 04/06 05/06 05/06 09/06 12/06	06/06 12/06	Complete In Progress Pending Pending Complete Pending Pending
7. Outdoor Recreation Complex Colin Hilton	1. Construction of fields and outbuildings complete	12/06	09/06	Pending In Progress

HIGH PRIORITY					
Goal 6 Regional Collaboration and Partnerships					
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status	
1. Transportation Kent Cashel	See Goal #3				
2. Flagstaff-Wasatch County Tom Bakaly	1. Work with Wasatch County re SR-224 and public versus private access	09/04	04/06	Ongoing	
3. Recreation Ken Fisher	See Goal #5				
4. Health Pace Erickson	1. Noxious weed coordination 2. Enforcement on private property	08/04 Ongoing		Ongoing Ongoing	
5. Water Jerry Gibbs	See Goal #1				
6. Solid Waste Jerry Gibbs	1. Implementation of Solid Waste Alternatives 2. Summit County's new Solid Waste Collection Contract	11/05 04/06	05/06 06/07	Pending Pending	
7. Mosquito Abatement Pace Erickson	1. Continued coordination with Summit County	Ongoing		Ongoing	

OTHER PRIORITIES				
Goal 7 Open and Responsive Government to the Community – Roger Harlan and Joe Kernan; Alternate, Jim Hier				
Target for Action Staff Coordinator	Actions	Initial Target Date	Revised Target Date	Status
5. Communications Myles Rademan	1. Press Releases/Communication Strategies 2. Media Seminars 3. Sustainability Promotion 4. Leadership 101	Ongoing Ongoing Ongoing Annual		Ongoing Ongoing Ongoing Ongoing

Traffic Calming Summary Report
 ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Prospector/ SR248			• Removal of no left turn signs on SR248 and increased traffic	• Initial meeting to advise TC process • Pending receipt of petition	Pending
Little Kate Road & Lucky John Drive	04/05	05/12/05	• Request reduction of the posted 25 mph speed limit • "Illegal" bike lane • Bicycle training for the kids in the neighborhood; • Sidewalk to provide a safe pedestrian way along Little Kate Road to McPolin Elementary School • Realign the Racquet Club driveway to align with Monitor & 4-way stop • Paint a crosswalk on Little Kate Road at Monitor Drive • Employ a crossing guard to work that crosswalk • More parking enforcement during Sundance Film Festival • Erect more speed regulatory signs.	• Police to assist in bicycle safety at McPolin • Other issues referred to the Neighborhood Program • Installed "20 MPH when children present" signs • Conducted counts; results for vehicle, pedestrian, cyclist traffic low • Three-way stop and crosswalks installed 11/05 at Little Kate / Evening Star with squiggly lines • Work with PCSD to revamp school drop zone	Pathway option submitted to CIP

Traffic Calming Summary Report

ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
SR 248/Kearns	08/05	NA	• Speeding • Noise, higher earth berms • Driver feedback signs • Increase Enforcement • Speed Humps	• UDOT will require a traffic study to adjust speed limits • Noise levels not a UDOT priority in this area. Referred request to "Neighborhood:" program • UDOT will not approve speed humps on a State Route • Enforcement is ongoing	TCC No further action
Prospector/SR248	03/06	03/06	• Neighborhood traffic concerns	• Initial meeting to advise TC process • Pending receipt of petition	Pending
Risner Ridge	09/05		• Dangerous curve on American Saddler • Intersection approach on bend • Thru route not apparent	• Curve ahead signs installed • Stop ahead sign installed • Squiggly lines painted approaching stops • Further actions pending Spring 06 counts	09/05-01/06
Silverpointe			• Emergency access • Neighborhood parking in prohibited areas • Parking damaging landscaping	• PCFD confirms no known access problems but will monitor thru winter • Painted red curb and checked signs • Advised HOA to advise owners to stake properties	TCC no further action
Empire & Lowell Avenues	12/05		• Speeding	• Installed residential speed limit signs	TCC No further action

Traffic Calming Summary Report
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Comstock Drive	02/06		• Safe pathway to school • Traffic speed and volume increases	• Two petitions received • Survey of options distributed – no one preference observed • Traffic counts planned	Pending
Three Kings Drive			• Speeding	• Traffic counts planned	Pending

Neighborhood & Business District Needs Assessment <i>Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT</i>					
Deer Valley Drive and Sunnyside Drive Neighborhood Weidenhamer					
<u>Status Report</u> '05 CIP budget - \$50,000 placeholder for FY-06. Staff met with neighborhood and prioritized requests – Project 1, sidewalk along north side of DV Drive from affordable housing to Greyhawk to be built summer '06. Projects 2 – 4 pending addition study/funding 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 – Completed Communication to Council – Completed 04/05 Potential Council Decision – 2005 CIP prioritization – \$50,000 placeholder for FY-06 Meet with neighborhood to prioritize CIP funds – 1st meeting 10/05; #s 1-4 prioritized, remaining items will be taken off list; next meeting 11/05 with prioritized capital options and preliminary budget					
Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Sidewalks	Gibbs	Connect Mountainlands site to Greyhawk with a sidewalk	Summer 2006	Approved – to be installed Summer /06	PCMC '05 CIP
2. Cross Walks & Traffic Calming Devices	Traffic Calming Group	Group has requested a formal traffic engineer study to more accurately measure speeds and traffic counts Make later recommendation based on data collection	07/06 02/07	Traffic Calming Budget Pending	Need Traffic Calming approval to budget

Neighborhood & Business District Needs Assessment

Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

Target for Action	Responsible	Actions	Target Date	Status	Budget
3. Pedestrian Lighting	Twombly (PCMC)	Install road and pedestrian lights from Stonebridge condos to roundabout	?	Cost identified (\$250k) not in CIP budget	No City funding Private funds: Deer Valley Resort; Neighborhood SID
4. Bus Stop	Cashel	1. A City bus stop is approved at Mountain-lands housing development 2. Neighborhood group still wants a school stop at intersection of DVD & Sunnyside	Spring 2006	Bus stop to be installed as public improvement with building permit	Private developer of lot on NE corner of DV Drive and Sunnyside

Neighborhood & Business District Needs Assessment Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT					
Little Kate Road, Holiday Ranch Loop Road, Lucky John Drive					
Status Report Project has been split into both TC and Neighborhood Process to address capital projects requested. More information can be found under Traffic Calming Report, Attachment A. The City Manager's recommended budget includes CIP funding for intersection realignment at Monitor & Little Kate; it also includes funding for a Walkable Communities Study Written Petition received – Per request of Staff, petition is being generated Initial Internal Review – ongoing with TC Committee Initial Communication to Council – Complete Comprehensive Internal Review – Ongoing Initiate Public Forum – ongoing Communication to Council – Potential Council Decision – Spring '06 CIP Budget Update					
Target for Action	Responsible	Action	Target Date	Status	Budget
1. Crosswalks	Streets Dept	1. Crosswalks installed at Little Kate and Lucky John	12/05	COMPLETED	Done with existing budget
2. Realign Racquet Club Entrance with Monitor Drive	Weidenhamer	1. Cost identified (\$70k) put in '07 CIP budget 2. Council action to allocate funds	06/06	Present to Council during '07 budget update	Pending '07 CIP budget

Target for Action	Target for Action	Target for Action	Target Date	Status	Budget
3. Pedestrian connection from Little Kate from HRL to schools	Weidenhamer	1. Options identified: a) Re-stripe b) 5' sidewalk back or curb c) Separated bike pathways d) Road re-crown 2. Neighborhood & staff meet to prioritize 3. Staff recommendation to CIP committee 4. Neighborhood request to not fund staff CIP Recommendation (see action 4 below) 5. No Council action requested at this time	02/06	Complete	
			03/06	Complete	
			03/06	Complete	
			04/06	Pending	
4. Study on Walkable Community/Trails Master Plan Update	Weidenhamer	1. Project budget identified (\$100k) put in '07 CIP budget 2. Council action to allocate funds	05/06 06/06	Present to Council at '07 budget update	Pending '07 CIP budget

City Council Staff Report



Author: Brooks T. Robinson
Subject: Larkspur Townhomes 5, Units 27-32
Condominium Conversion
Date: April 27, 2006

**PLANNING
DEPARTMENT**

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Larkspur Townhomes 5, Units 27-32, condominium record of survey plat and forward a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Applicant	East West Partners
Location	Pod A, Village at Empire Pass
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Other development parcels of the Village at Empire Pass, Pod A.

Background

On June 24, 1999, 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 (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. Larkspur 5, Units 27-32 is located on lot 17.

On February 28, 2006, the City received a completed application for six condominium units in two triplex buildings known as Larkspur Townhomes 5, Units 27-32.

The Planning Commission heard this application at its regular hearing of April 12, 2006, and forwards a positive recommendation.

Analysis

The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet
- Rear: 15 feet

- Side: 12 feet

The Larkspur units meet the minimum setback requirements. The building conforms to the 28+5 foot height requirement of the RD zone. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code.

The 6 condominium units range in size from 3430 square feet to 3616 square feet with garages under 600 square feet (516 sf). These six units consume 20,957 square feet and 10.5 Unit Equivalents. Two parking spaces are provided for each unit. The units are not yet constructed.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

No public input has been received by the time of this report or at the Planning Commission hearing.

Alternatives

- The City Council may approve the Larkspur Townhomes 5, Units 27-32 condominium plat as conditioned or amended, or
- The The City Council may deny the Larkspur Townhomes 5, Units 27-32 condominium plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Larkspur Townhomes 5, Units 27-32 condominium plat.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The Units could not be separately sold.

Recommendation

Staff recommends the City Council hold a public hearing for the Larkspur Townhomes 5, Units 27-32, condominium record of survey plat and approve the application based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Ordinance No. 06-

AN ORDINANCE APPROVING THE LARKSPUR TOWNHOMES 5, UNITS 27-32, CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Larkspur Townhomes 5, Units 27-32, located on Lot 17 of the Empire Pass West Side subdivision plat have petitioned the City Council for approval of the Larkspur Townhomes 5, Units 27-32, condominium record of survey; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 12, 2006, to receive input on the Larkspur Townhomes 5, Units 27-32, condominium record of survey;

WHEREAS, the Planning Commission, on April 12, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 27, 2006 the City Council approved the Larkspur Townhomes 5, Units 27-32, condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Larkspur Townhomes 5, Units 27-32, condominium record of survey.

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

SECTION 1. APPROVAL. The Larkspur Townhomes 5, Units 27-32, condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Larkspur Townhomes 5, Units 27-32, is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

4. On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. Larkspur 5, Units 27-32 is located on lot 17.
5. The proposed is consistent with the approved Master Planned Development for the Village at Empire Pass.
6. The 6 condominium units range in size from 3430 square feet to 3616 square feet with garages under 600 square feet (516 sf).
7. These six units consume **20,957 square feet** and **10.5 Unit Equivalents**.
8. Two parking spaces are provided for each unit.
9. The building conforms to the 28+5 foot height requirement of the RD zone.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the Record of Survey 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 for the plat will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development, and the Village at Empire Pass, West Side, subdivision plat shall continue to apply.

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

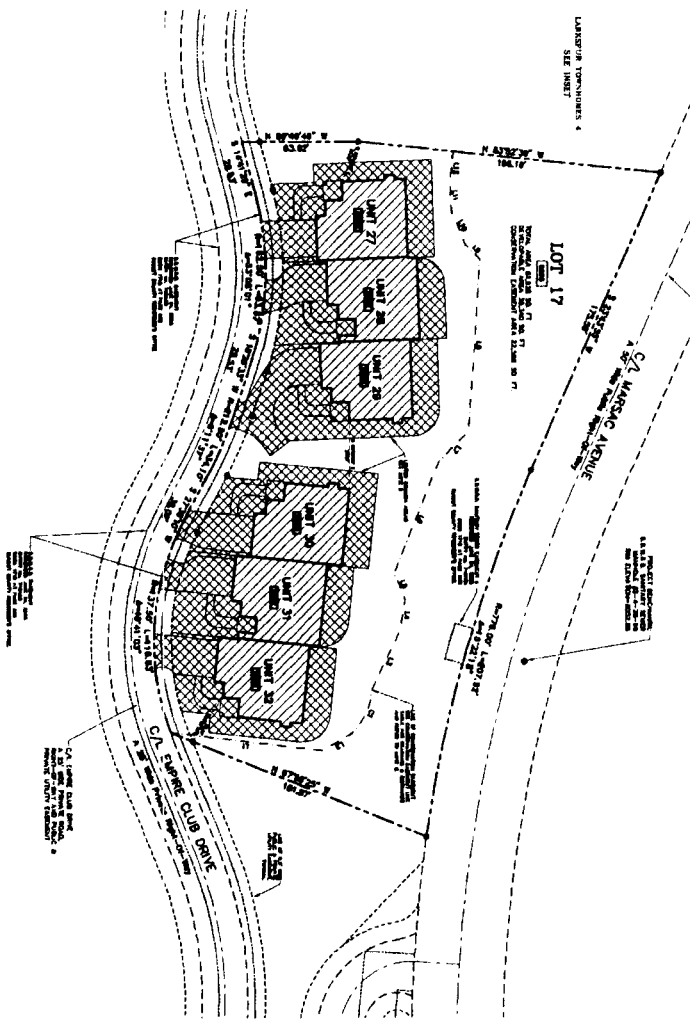
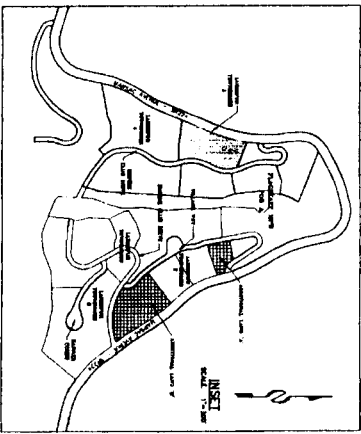
Exhibits

Exhibit A – Record of Survey plat

Don Williams, L.A. Police

[illegible][illegible]

LATIPUS MANAGEMENT, LLC,
a Specialty United Lending Company
By: Daniel William Raloff, LLC, as attorney
for LATIPUS (ESP), N.Y. 10000
By: _____

[illegible]

LARKSPUR TOWNHOMES 4
SEE INSET

LOT 17

4 AVENUE

PROJECT INFORMATION:
A.R.M. & PARTIAL STRENGTH
WALLS (P-4-20-10)
AND FIVE ROWS

LEGEND:

- Project boundaries
- Property shown to be not Property Interest subject to Eminent Domain to be sold at \$ 5' And minimum 300'

STREET ADDRESS OR CORNER CLUB DRIVE

NOTES

[illegible]

CONDOMINIUM PLAT

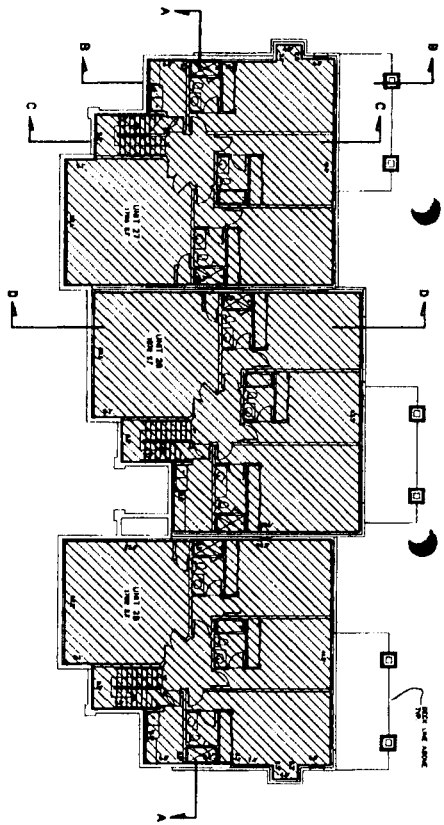
LARKSPUR TOWNHOMES 5

A UTAH EXPANDABLE CONDOMINIUM PROJECT

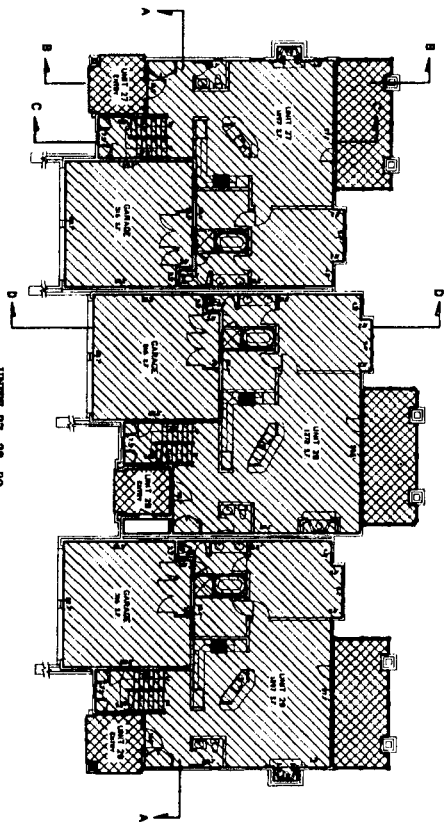
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
FEB 28 2006
PARK CITY
PLANNING DEPT.

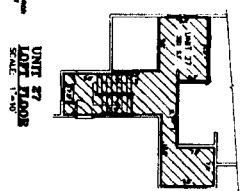
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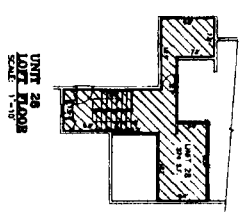
UNITS 27, 28, 29
LOWER FLOOR
SCALE 1/8"=1'-0"



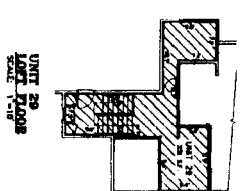
UNITS 27, 28, 29
MAIN FLOOR
SCALE 1/8"=1'-0"



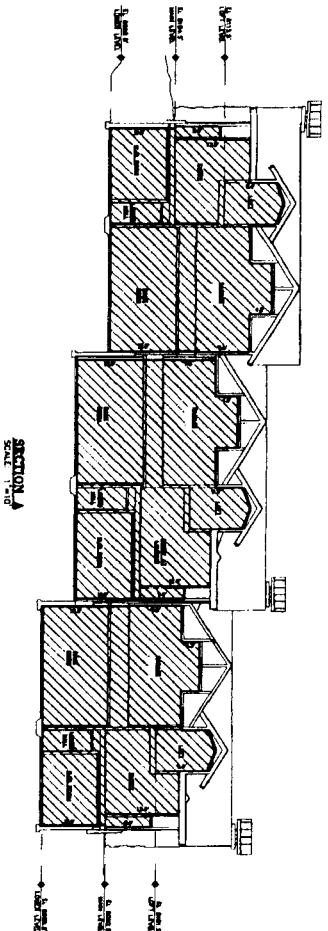
UNIT 27
LOFT FLOOR
SCALE 1/8"=1'-0"



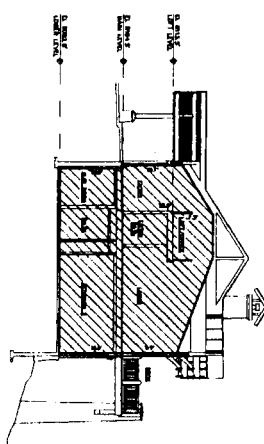
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LOFT FLOOR
SCALE 1/8"=1'-0"



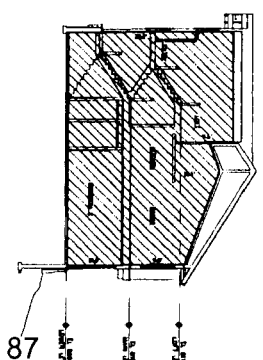
UNIT 29
LOFT FLOOR
SCALE 1/8"=1'-0"



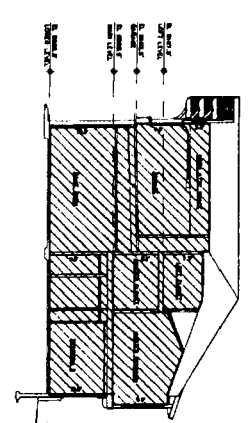
SECTION A-A
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SECTION B-B
SCALE 1/8"=1'-0"



SECTION C-C
SCALE 1/8"=1'-0"



SECTION D-D
SCALE 1/8"=1'-0"

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FEB 28 2006
PARK CITY
PLANNING DEPT.

ROOM SCHEDULE TABLE

UNIT	ROOM	AREA	FINISH	NOTE
27	Living Room	1,200	Carpet	
27	Bedroom	800	Carpet	
27	Bathroom	400	Tile	
27	Kitchen	600	Tile	
27	Hall	200	Carpet	
27	Closet	100	Carpet	
28	Living Room	1,200	Carpet	
28	Bedroom	800	Carpet	
28	Bathroom	400	Tile	
28	Kitchen	600	Tile	
28	Hall	200	Carpet	
28	Closet	100	Carpet	
29	Living Room	1,200	Carpet	
29	Bedroom	800	Carpet	
29	Bathroom	400	Tile	
29	Kitchen	600	Tile	
29	Hall	200	Carpet	
29	Closet	100	Carpet	

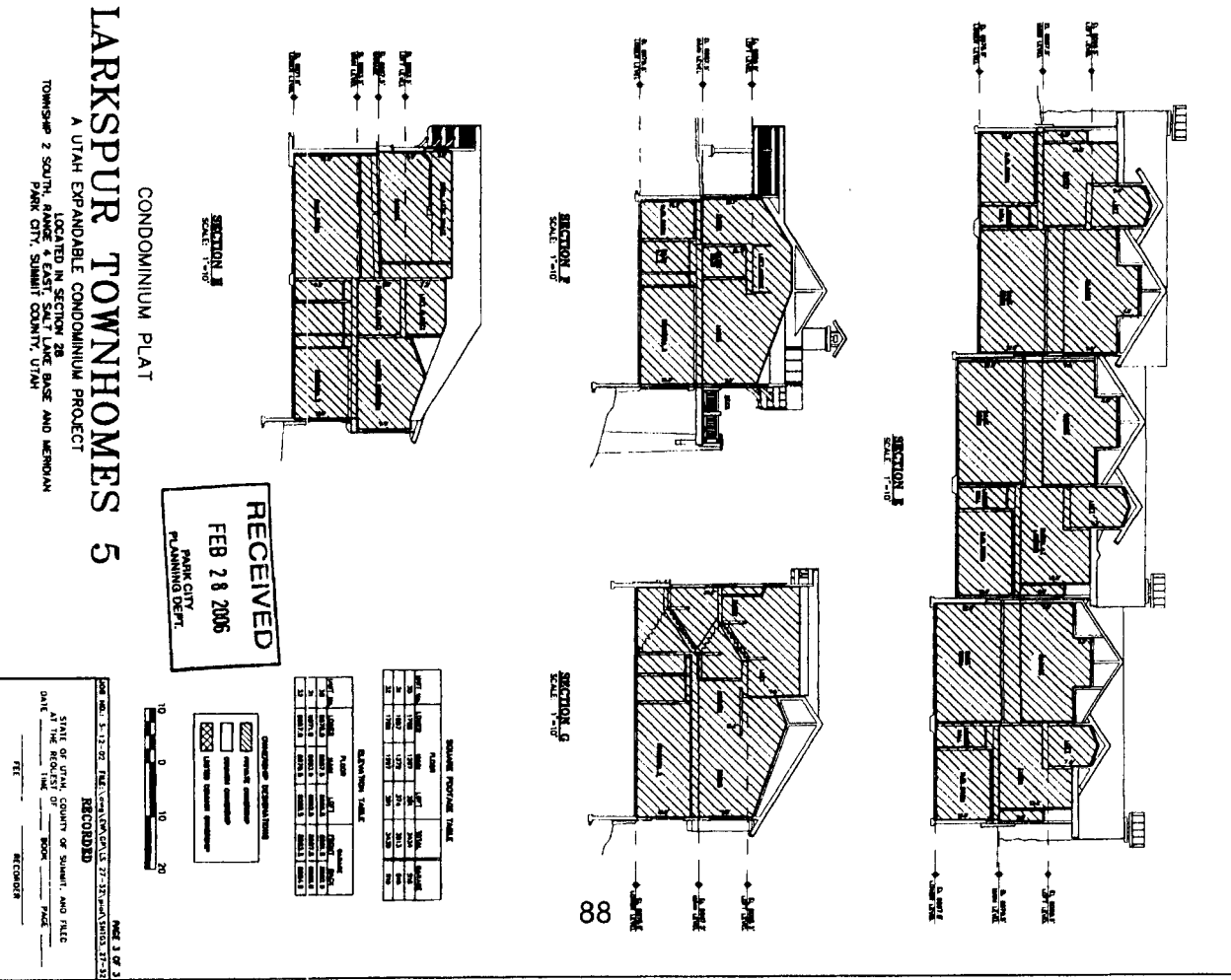
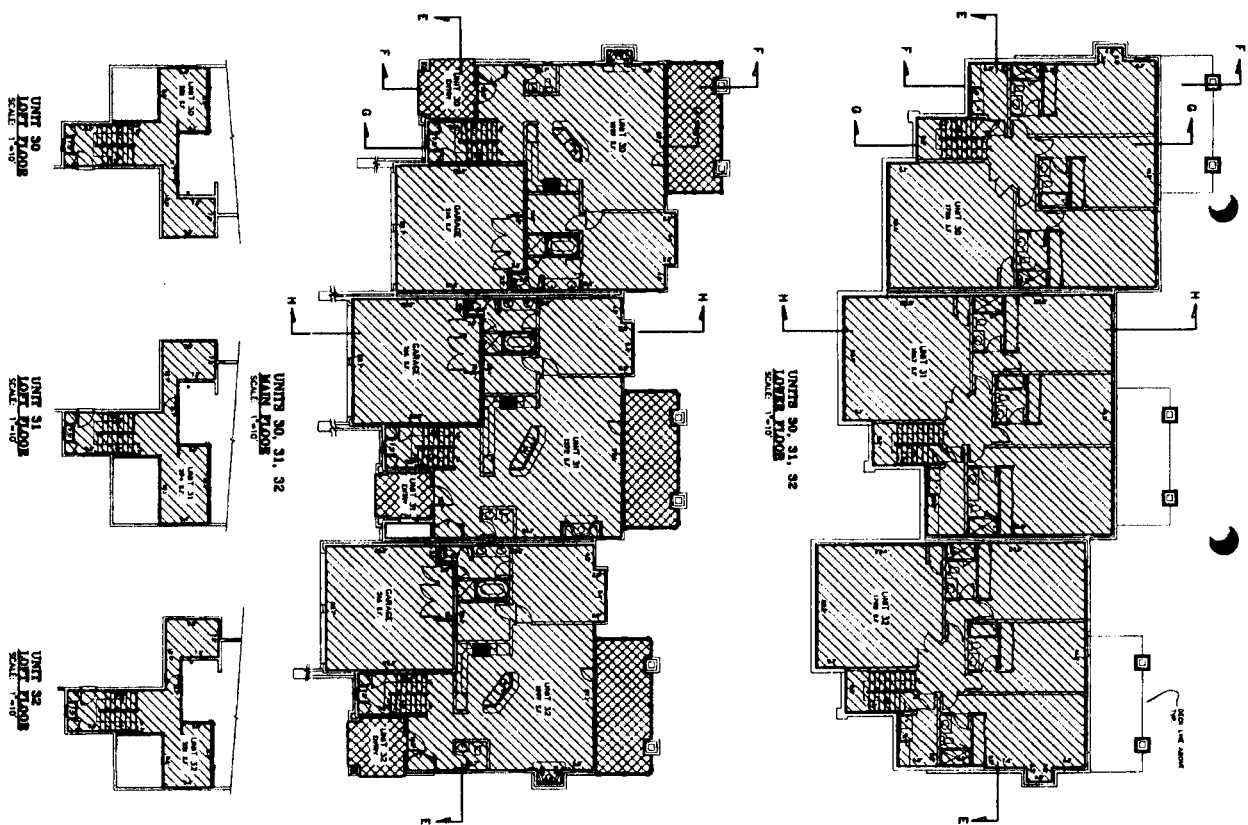
CLIMATE TABLE

CLIMATE	TEMPERATURE	RELATIVE HUMIDITY	WIND SPEED	PRECIPITATION
1	60-70	60-70	10-15	10-15
2	70-80	70-80	15-20	20-25
3	80-90	80-90	20-25	25-30
4	90-100	90-100	25-30	30-35



STATE OF UTAH
COUNTY OF SUMMIT
PLANNING DEPT.
RECORDED
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FILE: _____ RECORD: _____

CONDOMINIUM PLAT LARKSPUR TOWNHOMES 5 A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 28 TOWNSHIP 2 SOUTH, RANGE 12 EAST, DEER BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH



LARKSPUR TOWNHOMES 5

A UTAH EXPANDABLE CONDOMINIUM PROJECT
 LOCATED IN SECTION 28
 TOWNSHIP 2 SOUTH, RANGE 12 EAST, BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

CONDOMINIUM PLAT

RECEIVED
 FEB 28 2006
 PARK CITY
 PLANNING DEPT.



STAIRWAY TABLE

STAIRWAY	TYPE	WALKWAY	WALKWAY	WALKWAY	WALKWAY
1	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
2	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
3	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
4	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
5	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
6	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
7	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
8	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
9	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
10	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
11	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
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19	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY
20	WALKWAY	WALKWAY	WALKWAY	WALKWAY	WALKWAY

NO. 11-12-02 THE CONDOMINIUM ACT, 2001, UTAH CODES 33-1-1
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILE
 DATE _____ TIME _____ BOOK _____ PAGE _____
 FILE _____ RECORD _____

City Council Staff Report

Author: Brooks T. Robinson
Subject: Larkspur Townhomes 4, Units 21-26
Condominium Conversion
Date: April 27, 2006



**PLANNING
DEPARTMENT**

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Larkspur Townhomes 4, Units 21-26, condominium record of survey plat and approve the application based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Applicant	East West Partners
Location	Pod A, Village at Empire Pass
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Other development parcels of the Village at Empire Pass, Pod A.

Background

On June 24, 1999, 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 (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. Larkspur 4, Units 21-26 is located on lot 18.

On February 28, 2006, the City received a completed application for six condominium units in two triplex buildings known as Larkspur Townhomes 4, Units 21-26.

The Planning Commission heard this application at its regular hearing of April 12, 2006, and forwards a positive recommendation.

Analysis

The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet
- Rear: 15 feet

- Side: 12 feet

The Larkspur units meet the minimum setback requirements. The building conforms to the 28+5 foot height requirement of the RD zone. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code.

The 6 condominium units range in size from 2870 square feet to 3603 square feet with garages under 600 square feet (516 sf). These six units consume 20,316 square feet and 10.2 Unit Equivalents. Two parking spaces are provided for each unit. The units are not yet constructed.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

No public input has been received by the time of this report or at the Planning Commission hearing.

Alternatives

- The City Council may approve the Larkspur Townhomes 4, Units 21-26 condominium plat as conditioned or amended, or
- The City Council may deny the Larkspur Townhomes 4, Units 21-26 condominium plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Larkspur Townhomes 4, Units 21-26 condominium plat.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The Units could not be separately sold.

Recommendation

Staff recommends the City Council hold a public hearing for the Larkspur Townhomes 4, Units 21-26, condominium record of survey plat and approve the application based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Ordinance No. 06-

AN ORDINANCE APPROVING THE LARKSPUR TOWNHOMES 4, UNITS 21-26, CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Larkspur Townhomes 4, Units 21-26, located on Lot 18 of the Empire Pass West Side subdivision plat have petitioned the City Council for approval of the Larkspur 4, Units 21-26, condominium record of survey; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 12, 2006, to receive input on the Larkspur Townhomes 4, Units 21-26, condominium record of survey;

WHEREAS, the Planning Commission, on April 12, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 27, 2006 the City Council approved the Larkspur Townhomes 4, Units 21-26, condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Larkspur Townhomes 4, Units 21-26, condominium record of survey.

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

SECTION 1. APPROVAL. The Larkspur Townhomes 4, Units 21-26, condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Larkspur Townhomes 4, Units 21-26, is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

4. On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. Larkspur 4, Units 21-26 is located on lot 18.
5. The proposed is consistent with the approved Master Planned Development for the Village at Empire Pass.
6. The 6 condominium units range in size from 2870 square feet to 3603 square feet with garages under 600 square feet (516 sf).
These six units consume **20,316 square feet** and **10.2 Unit Equivalents**.
7. Two parking spaces are provided for each unit.
8. The building conforms to the 28+5 foot height requirement of the RD zone.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the Record of Survey 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 for the plat will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development, and the Village at Empire Pass, West Side, subdivision plat shall continue to apply.

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

PASSED AND ADOPTED this 27th day of April, 2006.

Exhibit A – Record of Survey plat

Author's address: The University of Chicago Press, Journals Department, 108 N. LaSalle St., Chicago, IL 60602-7247, U.S.A.
E-mail: journals@uchicago.edu

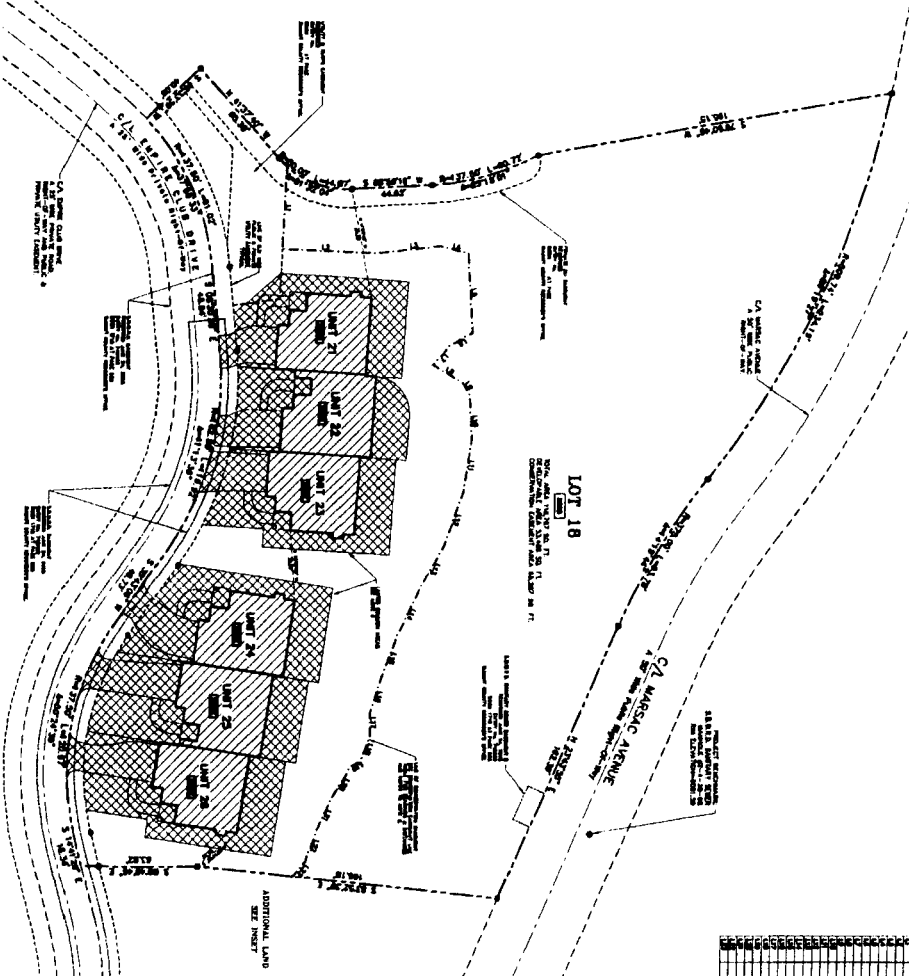
at the U.S. DEPARTMENT OF JUSTICE, according to the official press release and the New York Times. The Justice Department announced that it had received information from the National Security Agency that the Soviet Union was planning to launch a nuclear attack on the United States in the near future. The Justice Department said that it was taking steps to protect the United States from such an attack.

¹ The authors are grateful to the following organizations for their generous support of this research: National Science Foundation Grant DMR-90-18679; Office of Naval Research Grant N00014-90-1-0939; Department of Energy Grant DE-FG02-90-CE-50080; and the Center for Materials Research at the University of Illinois.

LABORING INDUSTRIES, LLC
A Securities Limited Liability Company
By David M. Wilson, Esq., LLC, the attorney
for HOLDING CORP., its manager
By _____

Name of _____
 County of _____
 State of _____
 The instrument was acknowledged before me this _____ day of _____, 2003
 by _____, as _____ of or related to _____, a _____
 SOLICITORS UNITED, LLC, Manager of LAKEMAN INVESTMENTS, LLC, a business limited liability company.

Sending Payment To: _____
Mailing To: _____
 By credit/debit card or by check/money order



* **Important:** Always be sure the **Frequency** is correctly adjusted.
 Example: Club Shaver is set on 0.5 Hz (400,000 vibrations per second).

LEADER **STREET ADDRESS OR LEADER CLUB NAME**

	CLUBS - ONE TYPE
	PRIVATE - ONE TYPE
	LEADER CLUBS - ONE TYPE
	ADDRESS - LEADER

[illegible]

CONDOMINIUM PLAT

LARKSPUR TOWNHOMES 4

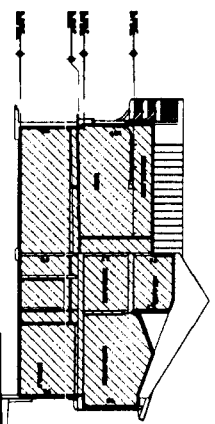
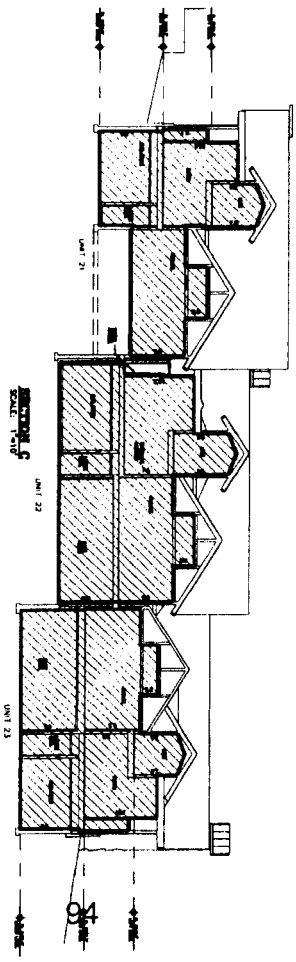
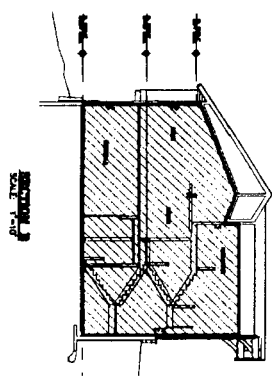
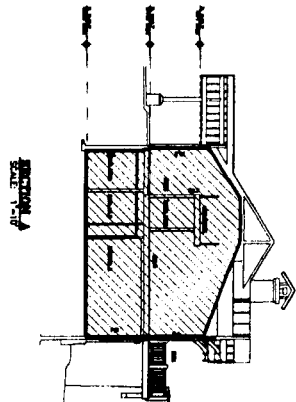
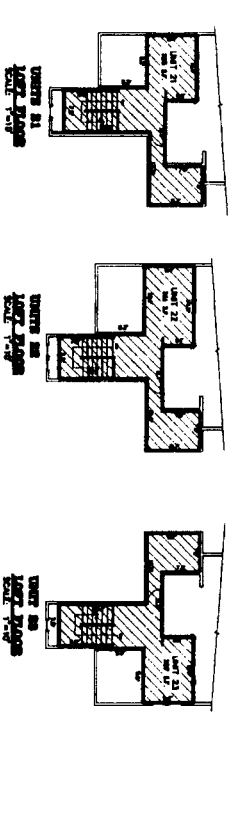
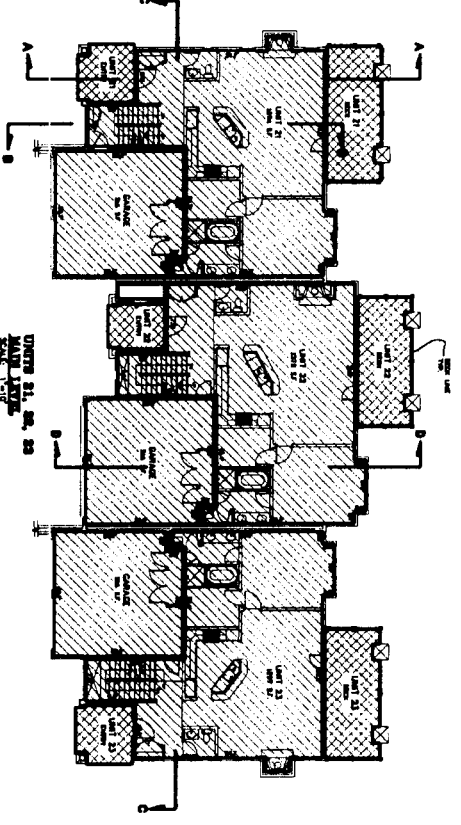
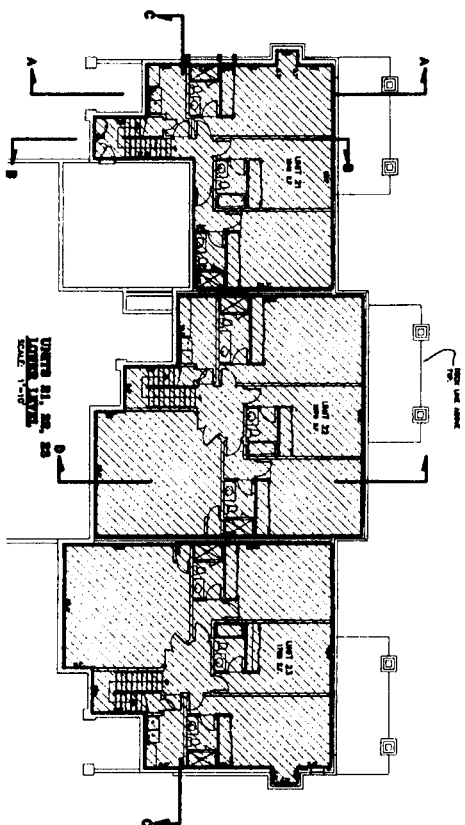
A UTAH EXPANDABLE CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERRIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
FEB 28 2006
PARK CITY
PLANNING DEPT.

	(2004-2005) 2004-2005	ST. PAUL WATER RECLAMATION DISTRICT NOTED FOR COMPLIANCE TO SURFACE-WATER BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ Day of _____ 2004 A.D. By _____ S.B.R.D.
PLANNING COMMISSION APPROVED IN THE PARK CITY PLANNING COMMISSION THIS _____ Day of _____ 2004 A.D. By _____ Chairman	ENGINEER'S CERTIFICATE I AND THIS FIRM TO BE, IN ACCORDANCE WITH REGULATION ON FILE IN MY OFFICE, THIS _____ Day of _____ 2004 A.D. By _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ Day of _____ 2004 A.D. By _____ PARK CITY ATTORNEY
CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ Day of _____ 2004 A.D. By _____ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ Day of _____ 2004 A.D. By _____ Mayor	
2004 MAY 27-28-29 FILED IN SURFACE-WATER BASIN WATER RECLAMATION DISTRICT		
RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ BOOK _____ PAGE _____ DATE _____ TIME _____		

PAGE 1 OF 3



RECEIVED
FEB 28 2006
PARK CITY
PLANNING DEPT.

LARKSPUR TOWNHOMES 4

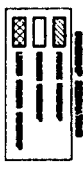
A UTAH EXPANDABLE CONDOMINIUM PROJECT
TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERRIAM
PARK CITY, SALT LAKE COUNTY, UTAH

SHOWN FURNISHING TABLE

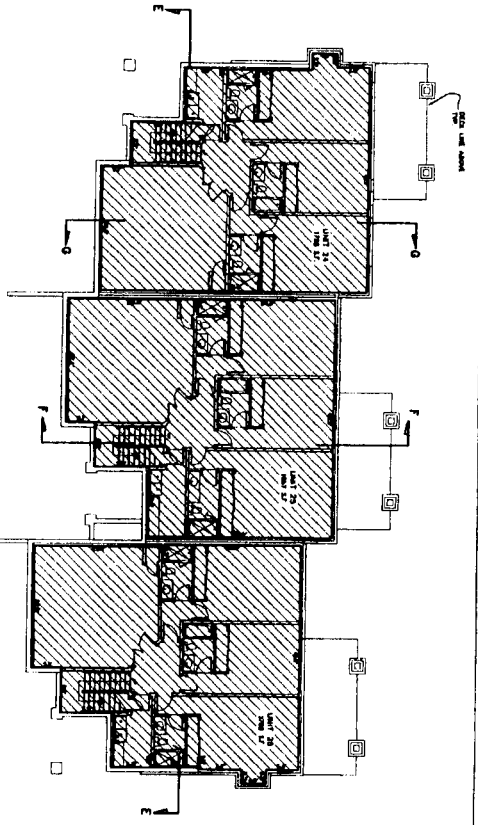
ITEM	QTY	UNIT	PRICE	TOTAL
1. KITCHEN CABINETS	1	100	1000	1000
2. BATH CABINETS	1	100	1000	1000
3. LIVING ROOM CABINETS	1	100	1000	1000
4. BEDROOM CABINETS	1	100	1000	1000
5. HALLWAY CABINETS	1	100	1000	1000
6. CLOSET CABINETS	1	100	1000	1000
7. ENTRY CABINETS	1	100	1000	1000
8. PORCH CABINETS	1	100	1000	1000
9. GARAGE CABINETS	1	100	1000	1000
10. TOTAL	10	1000	10000	10000

SHOWN FURNISHING TABLE

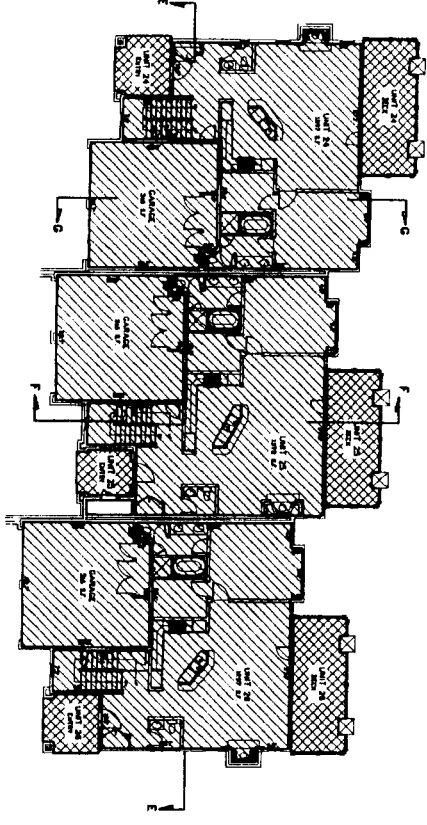
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2. BATH CABINETS	1	100	1000	1000
3. LIVING ROOM CABINETS	1	100	1000	1000
4. BEDROOM CABINETS	1	100	1000	1000
5. HALLWAY CABINETS	1	100	1000	1000
6. CLOSET CABINETS	1	100	1000	1000
7. ENTRY CABINETS	1	100	1000	1000
8. PORCH CABINETS	1	100	1000	1000
9. GARAGE CABINETS	1	100	1000	1000
10. TOTAL	10	1000	10000	10000



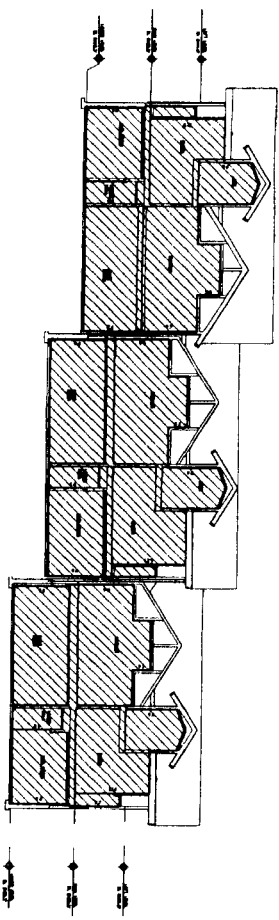
STATE OF UTAH
COUNTY OF SALT LAKE
PLANNING DEPT.
RECORDED
FEB 28 2006
PARK CITY



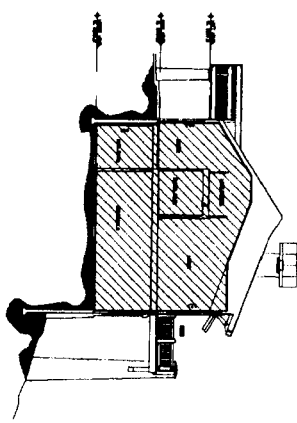
UNITS 24, 25, 26
LOWER FLOOR
SCALE 1"=10'



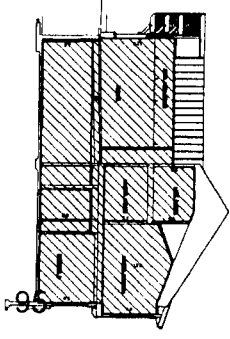
UNITS 24, 25, 26
MAIN FLOOR
SCALE 1"=10'



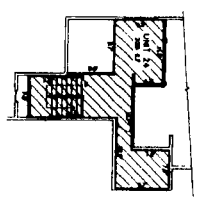
SECTION J - UNITS 24, 25, 26
SCALE 1"=10'



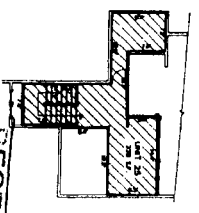
SECTION I - UNITS 24, 25, 26
SCALE 1"=10'



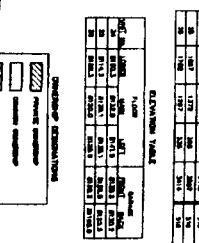
SECTION D - UNITS 24, 25, 26
SCALE 1"=10'



UNIT 24,
LOWER FLOOR
SCALE 1"=10'



UNIT 25,
LOWER FLOOR
SCALE 1"=10'



UNIT 26,
LOWER FLOOR
SCALE 1"=10'

SECTION D - UNITS 24, 25, 26

SCALE 1"=10'

FLOOR	UNIT 24	UNIT 25	UNIT 26
1st	1,100	1,100	1,100
2nd	1,100	1,100	1,100
3rd	1,100	1,100	1,100
4th	1,100	1,100	1,100
5th	1,100	1,100	1,100
6th	1,100	1,100	1,100
7th	1,100	1,100	1,100
8th	1,100	1,100	1,100
9th	1,100	1,100	1,100
10th	1,100	1,100	1,100
11th	1,100	1,100	1,100
12th	1,100	1,100	1,100
13th	1,100	1,100	1,100
14th	1,100	1,100	1,100
15th	1,100	1,100	1,100
16th	1,100	1,100	1,100
17th	1,100	1,100	1,100
18th	1,100	1,100	1,100
19th	1,100	1,100	1,100
20th	1,100	1,100	1,100
21st	1,100	1,100	1,100
22nd	1,100	1,100	1,100
23rd	1,100	1,100	1,100
24th	1,100	1,100	1,100
25th	1,100	1,100	1,100
26th	1,100	1,100	1,100
27th	1,100	1,100	1,100
28th	1,100	1,100	1,100
29th	1,100	1,100	1,100
30th	1,100	1,100	1,100
31st	1,100	1,100	1,100
32nd	1,100	1,100	1,100
33rd	1,100	1,100	1,100
34th	1,100	1,100	1,100
35th	1,100	1,100	1,100
36th	1,100	1,100	1,100
37th	1,100	1,100	1,100
38th	1,100	1,100	1,100
39th	1,100	1,100	1,100
40th	1,100	1,100	1,100
41st	1,100	1,100	1,100
42nd	1,100	1,100	1,100
43rd	1,100	1,100	1,100
44th	1,100	1,100	1,100
45th	1,100	1,100	1,100
46th	1,100	1,100	1,100
47th	1,100	1,100	1,100
48th	1,100	1,100	1,100
49th	1,100	1,100	1,100
50th	1,100	1,100	1,100
51st	1,100	1,100	1,100
52nd	1,100	1,100	1,100
53rd	1,100	1,100	1,100
54th	1,100	1,100	1,100
55th	1,100	1,100	1,100
56th	1,100	1,100	1,100
57th	1,100	1,100	1,100
58th	1,100	1,100	1,100
59th	1,100	1,100	1,100
60th	1,100	1,100	1,100
61st	1,100	1,100	1,100
62nd	1,100	1,100	1,100
63rd	1,100	1,100	1,100
64th	1,100	1,100	1,100
65th	1,100	1,100	1,100
66th	1,100	1,100	1,100
67th	1,100	1,100	1,100
68th	1,100	1,100	1,100
69th	1,100	1,100	1,100
70th	1,100	1,100	1,100
71st	1,100	1,100	1,100
72nd	1,100	1,100	1,100
73rd	1,100	1,100	1,100
74th	1,100	1,100	1,100
75th	1,100	1,100	1,100
76th	1,100	1,100	1,100
77th	1,100	1,100	1,100
78th	1,100	1,100	1,100
79th	1,100	1,100	1,100
80th	1,100	1,100	1,100
81st	1,100	1,100	1,100
82nd	1,100	1,100	1,100
83rd	1,100	1,100	1,100
84th	1,100	1,100	1,100
85th	1,100	1,100	1,100
86th	1,100	1,100	1,100
87th	1,100	1,100	1,100
88th	1,100	1,100	1,100
89th	1,100	1,100	1,100
90th	1,100	1,100	1,100
91st	1,100	1,100	1,100
92nd	1,100	1,100	1,100
93rd	1,100	1,100	1,100
94th	1,100	1,100	1,100
95th	1,100	1,100	1,100
96th	1,100	1,100	1,100
97th	1,100	1,100	1,100
98th	1,100	1,100	1,100
99th	1,100	1,100	1,100
100th	1,100	1,100	1,100

LARKSPUR TOWNHOMES 4 A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 12 EAST, AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED

PARK CITY PLANNING DEPT.

28 28 2006

STATE OF UTAH, COUNTY OF SUMMIT, AND FIELD

DATE _____ TIME _____ ROOM _____ PAGE _____

FILE _____ RECORD _____

City Council Staff Report



Author: David Maloney
Address: 438 Ontario Avenue
Subject: Plat Amendment
Date: April 27, 2006

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends the City Council hold a public hearing on the proposed '438 Ontario Replat' and forward approve the proposed Plat Amendment according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance.

DESCRIPTION

Applicant: Andrea Mancuso
Location: 438 Ontario Avenue
Zone: Historic Residential (HR-1)
Adjacent Land Uses: Residential

BACKGROUND

On November 22, 2005 the City received an application to combine Lot 11 and the southern half of Lot 12, Block 58 of the Park City Survey. The applicant originally requested an Administrative Lot Line Adjustment but was unable to obtain the required consent letters from the adjacent property owners due to a property owner who was unable to be contacted. The applicant is proposing to enclose the third floor deck of a non-historic house on a steep slope in Old Town.

The applicant received a Conditional Use Permit to allow site development on a steep slope on January 11, 2006. There has also been a Historic District Design Review application submitted to the Planning Department which will be reviewed following an approval of the proposed Plat Amendment. The Plat Amendment is required prior to any site development as there is an existing property line that crosses the applicant's property.

The Planning Commission forwarded a positive recommendation to City Council on April 12, 2006.

ANALYSIS

The purpose of the plat amendment application is to remove the existing property line between Lot 11 and Lot 12 of Block 58 of the amended Park City Survey. The applicant owns all of Lot 11 and the south half of Lot 12 and is requesting to combine this property to create one legal lot of record to be known as the 438 Ontario Replat. The

plat amendment is required in order to obtain building permits for proposed renovations to the existing house. Specifically, the applicant proposes to enclose the upper level deck at the front of the house.

The subject property is located within the HR-1 zoning district which permits single family houses.

The proposed lot of record will measure thirty seven and a half (37.5) feet in width and 75 feet in depth. The lot is considered 'steep' as portions of the property have slopes greater than 30%. There is an existing non-historic house with a footprint of one thousand one hundred and sixty two point five (1,162.5) square feet which complies with HR-1 footprint restrictions (LMC 15-2.2-3D – maximum footprint is 1,201 square feet). The proposed additions, as per the previously approved Conditional Use Permit for Construction on a Steep Slope, and the submitted Historic District Design Review do not add to the existing footprint.

The existing structure has side yard setbacks of five (5) feet on each side which meet the requirements of the Land Management Code (LMC 15-2.2-3D – minimum setbacks of 5 feet on the sides required). The rear yard setback is twenty (20) feet and the front yard setback is ten (10) feet, both meeting the requirements of the Land Management Code (LMC 15-2.2-3D – minimum 10 feet required at front and rear).

The other half of Lot 12 will not be separately developed as a result of this Plat Amendment.

NOTICE

Notice of this hearing was sent to property owners within 300 feet on March 28, 2006. No comments have been received to date regarding this proposed plat amendment.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State law prior to recording. The plat amendment request was discussed at a Staff Review meeting on November 8, 2005, where representatives from local utilities and City Staff were in attendance.

ALTERNATIVES

- Approve the proposed '438 Ontario Replat' with the conditions listed below; or
- Deny the proposed '438 Ontario Replat' and direct Staff to prepare Findings for such a recommendation; or
- Continue the discussion on the '438 Ontario Replat'.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

If the recommended action is not taken, the applicant will not be permitted to obtain Building permits for the proposed renovation of the house.

SIGNIFICANT IMPACTS

There are no significant fiscal or environmental impacts associated with this plat amendment.

RECOMMENDATION

Staff recommends the Council hold a public hearing on the proposed '438 Ontario Replat' approve the Plat Amendment according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft Ordinance;

I:\Cdd\Dave\Council Reports\438 Ontario - April 20.doc

EXHIBITS

Exhibit A – Existing Conditions

Exhibit B – Proposed Plat

Ordinance No. 06-

AN ORDINANCE APPROVING THE '438 ONTARIO REPLAT' COMBINING LOT 11 & HALF OF LOT 12 OF BLOCK 58 OF THE AMENDED PLAT OF PARK CITY, LOCATED AT 438 ONTARIO AVENUE PARK CITY, UTAH

WHEREAS, the owner of the property known as 438 Ontario Avenue, has petitioned the City Council for approval of a Subdivision; and

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

WHEREAS, on April 12, 2006 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on April 27, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed Subdivision allows the property owner to establish 1 lot of record; and

WHEREAS, it is in the best interest of Park City Utah to approve the Subdivision.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is addressed as 438 Ontario Avenue.
2. The property is located within the HR-1 zoning district.
3. There is an existing non-historic house on the subject property.
4. The plat amendment adjustment will result in the combination of Lot 11 and the south half of Lot 12, Block 58 of the amended Park City Survey.
5. The legal lot of record resulting from this plat amendment will measure 37.5 feet by 75 feet.
6. The lot will be accessed from Ontario Avenue.
7. Planning Commission forwarded a positive recommendation to Council regarding the approval of this project, on April 12, 2006.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code, Conditions of Approval and state law regarding subdivisions is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. A note shall be added to this plat stating that the remnant half of Lot 12 is not rendered separately developable by this plat.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this --th day of ----- 2006.

Exhibit B - Proposed Flat

City Council Staff Report



Author: David Maloney
Subject: Empire Subdivision Lot 1
Type of Item: Plat Amendment
Date: April 27, 2006

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends the City Council hold a public hearing on the proposed plat amendment and approve the Plat Amendment according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance.

DESCRIPTION

Applicant: Old Town Land LLC (Tom Peek)
Address: 911 Empire Avenue
Zone: Historic Residential (HR-1)
Adjacent Land Uses: Residential

BACKGROUND

The City received a Plat Amendment application on February 27, 2006. The plat amendment proposed to combine Lot 3, and portions of Lot 4 in Block 29, Snyder's Addition to the Park City Survey.

Originally, the plat amendment application was submitted on January 25, 2006 to include Lots 1 and 2 of Block 29 of the Snyder's Addition to the Park City Survey. Staff determined that the applicant would have to omit Lot 1 and Lot 2 from the proposed plat amendment, as the applicant did not own these lots. The applicant revised the plat to include only Lot 3 and portions of Lot 4, which is the property that the applicant owns.

The applicant required this Plat Amendment so that he can obtain building permits for renovations and potential additions to the existing historic house that sits on the subject property.

The Planning Commission forwarded a positive recommendation to City Council on April 12, 2006.

ANALYSIS

The applicant proposes to eliminate the lot line separating Lot 3 and Lot 4 of Block 29 of Snyder's Addition to the Park City Survey and also the property line that bisects Lots 3 and Lot 4 of Snyder's Addition to the Park City Survey, following the historic Crescent Tram. The applicant proposes to create a legal lot of record to be known as the Empire Subdivision Lot 1.

The dimensions of the proposed Empire Subdivision Lot 1 are thirty seven and a half (37.5) feet in width along Empire Avenue by seventy five (75) feet in depth. The width of the lot at the rear of the proposed lot is fifty (50) feet in width. The total area of the proposed lot is two thousand, nine hundred and ninety six point seven (2,996.7) square feet. The permitted footprint on the proposed lot is one thousand two hundred and sixty six point one (1,266.1) square feet as per LMC Table 15-2.2. The footprint of the existing house is one thousand eight (1,008) square feet.

There is an existing historic house on site. The proposed lot of record would result in side yard setbacks on the south side of two and a half (2.5) feet at minimum and three (3) feet on the north side. The minimum side yard setback required for this property is five (5) feet as per LMC Table 15-2.2. Since the house is historic and there are no new lot lines being proposed, the historic house is considered to be a valid complying structure as per the LMC Section 15-2.2-4 (Existing Historic Structures). The house has minimum front and rear setbacks of ten (10) feet. The front yard setback is between a quarter (0.25) of a foot and one (1) foot. The rear yard setback is twenty-seven (27) feet. The proposed plat amendment does not increase the degree of non compliance of the front yard setback as the front lot line is not altered. This plat amendment only impacts the setback of the south side of the property.

There is an encroachment of steps and a walkway from the proposed Empire Subdivision Lot 1 onto Lot 2 (Block 29) at the southeast corner of the property. The existing house that sits on Lot 1 and Lot 2 (Block 29) encroaches onto the proposed Empire Subdivision Lot 1.

NOTICE

Notice of this hearing was sent to property owners within 300 feet on March 28, 2006. No comments have been received to date regarding this proposed plat amendment.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State law prior to recording. The plat amendment request was discussed at a Staff Review meeting on February 7th, 2006, where representatives from local utilities and City Staff were in attendance.

ALTERNATIVES

- Forward a positive recommendation to City Council on the proposed 'Empire Subdivision Lot 1' with the conditions listed below; or
- Forward a negative recommendation to City Council on the proposed 'Empire Subdivision Lot 1' and direct Staff to prepare Findings for such a recommendation; or
- Continue the discussion on the 'Empire Subdivision Lot 1'.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

If the recommended action is not taken, the existing historic house will continue to sit on both Lot 3 and Lot 4 of Block 29 of Snyder's Addition to the Park City Survey. Furthermore, the owner of the property would not be able to obtain building permits for renovations or additions to the existing historic house.

SIGNIFICANT IMPACTS

There are no significant fiscal or environmental impacts associated with this plat amendment.

RECOMMENDATION

Staff recommends City Council hold a public hearing on the proposed plat amendment approve the 'Empire Subdivision Lot 1' according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft Ordinance;

Ordinance No. 06-

AN ORDINANCE APPROVING THE 'EMPIRE SUBDIVISION LOT 1' OF BLOCK 29 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, 911 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as 911 Empire, has petitioned the City Council for approval of a Subdivision; and

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

WHEREAS, on April 12, 2006 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on April 27, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed Subdivision allows the property owner to establish 1 lot of record; and

WHEREAS, it is in the best interest of Park City Utah to approve the Subdivision.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is addressed as 911 Empire Avenue.
2. The property is located within the HR-1 zoning district.
3. There is an existing historic house on the property.
4. The plat amendment will result in the combination of Lot 3 and part of Lot 4 (west of the Crescent Tram) of Block 29 of the Snyder's Addition to the Park City Survey.
5. The plat amendment will not leave any parcel of land remnant.
6. The legal lot of record resulting from this plat amendment will measure thirty seven and a half (37.5) feet along Empire Avenue and fifty (50) feet at the rear.
7. The depth of the proposed lot is seventy five (75) feet.
8. The property will continue to be accessed from Empire Avenue.
9. The setbacks of the historic house are two and a half feet (2.5) feet on the south side, three (3) feet on the north side, between a quarter (0.25) of a foot and one (1) foot at the front, and twenty seven (27) feet at the rear.
10. The existing historic house is considered complying as per LMC 15-2.2-4 (Existing Historic Structures).

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code, Conditions of Approval and state law regarding subdivisions is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. No remnant parcels of land shall be separately developable as a result of this plat amendment.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this --th day of ----- 2006.

EXHIBITS

Exhibit A – Existing Conditions

Exhibit B – Proposed Plat



Supplier's Addition to the Project 10/10/04
 10/10/04 10/10/04 10/10/04 10/10/04

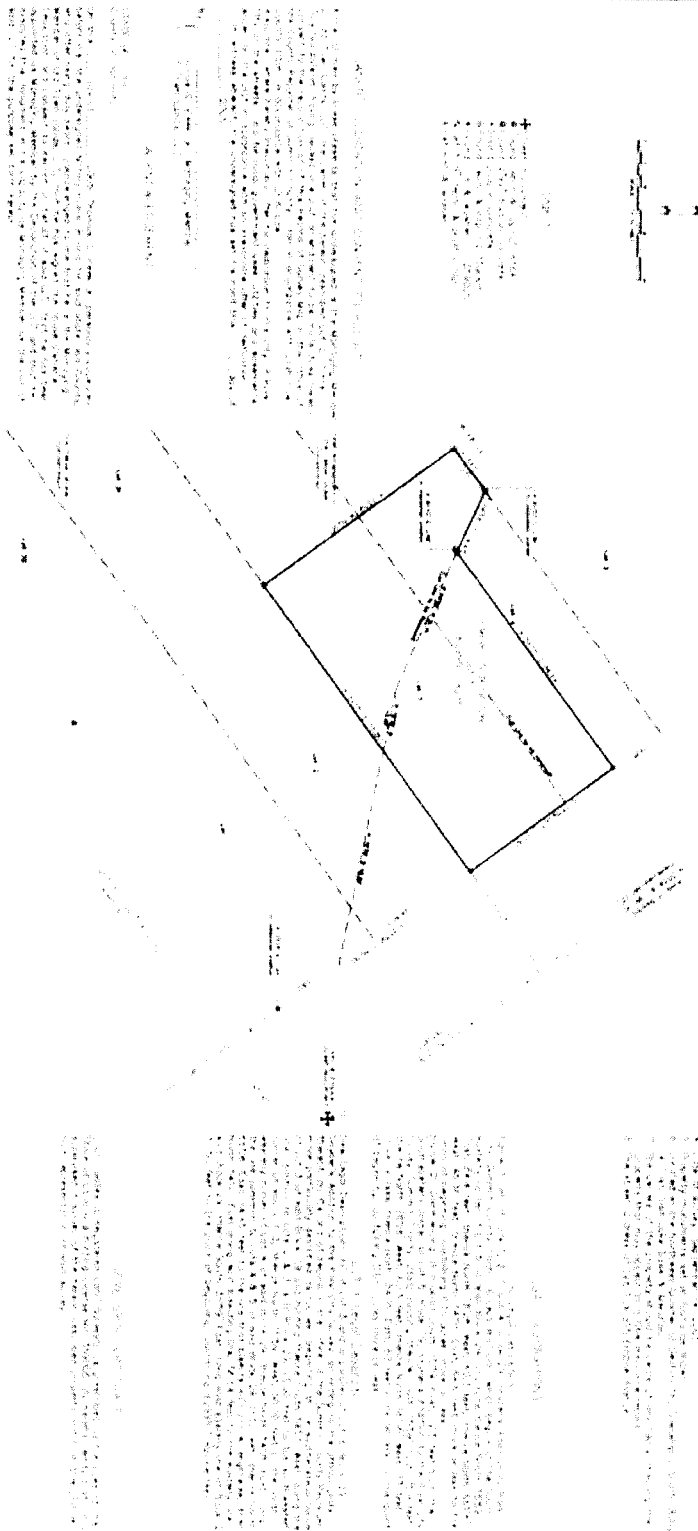
JAN 25 2006

Exhibit A

FEB 27 2005
 P. 1111
 1111

Approved for Release by NSA on 09-11-2013 pursuant to E.O. 13526
 The above copy is for the use of the FBI only.

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APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005	APPROVED FOR RELEASE BY THE DIRECTOR OF THE FBI ON 02-27-2005
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DATE: April 27, 2006
DEPARTMENT: Public Works
AUTHOR: Pace Erickson, Operations Manager
TITLE: Pavement Management and Sign Inventory Study
TYPE OF ITEM: Administrative/Legislative

SUMMARY RECOMMENDATIONS: Authorize the City Manager to enter into an agreement in a form approved by the City Attorney with Utah Local Technical Assistance Program for pavement management study and sign inventory in the amount not to exceed \$32,000.

DESCRIPTION:

Topic. Pavement management and sign inventory study

Background. Pavement management is a program that maximizes pavement life and minimizes pavement costs by identifying the time frame for carrying out appropriate maintenance or rehabilitation. The benefit of this practice is to extend pavement life and reduce the overall life cycle cost. The pavement management study has been up-dated several times in the last ten years most recently in 2001. The review consisted of visually inspecting the surface of every City street, testing pavement and subgrade deflection, analyzing the data, and ranking streets and developing implementation plans based on different funding levels. Usually this is conducted by an outside engineering contractor at an average cost of \$50,000. Each study encompasses a five year capital improvement plan for street maintenance.

Analysis. The pavement management program is due for renewal this year. Park City has requested the Utah Local Technical Assistance Program (LTAP) submit a proposal to conduct the Pavement Management Study and to include a sign inventory study as part of their proposal. LTAP is a non profit organization run out of Utah State University to assist cities, counties and other governmental agencies with education, technical data and support. Park City has used LTAP in the past for items such as heavy equipment training and flagger safety certification. LTAP's pavement management and sign inventory programs are very comprehensive and will provide staff with a tool to enhance staffs ability to plan and carry out pavement management and sign maintenance more effectively by looking at life cycle costs and replacement rather than just pavement quality or sign repairs when we see an issue or one is reported. LTAP can provide this service at a significantly reduced rate because the program is run through a University; fees are based on direct recovery of their costs.

LTAP will provide Park City a software program and training for pavement management and signage to update as additional treatments are completed. Every street and sign will be located by GPS and plotted. This information is accepted by UDOT to verify mileage for our B & C Road Funds allocation.

Department Review. The Public Works, Legal and Budget and Grants Departments have reviewed this proposal. Sufficient funds are available in the CIP fund and are appropriated under line item 31-43311 of the CIP budget.

ALTERNATIVES:

A. **Approve awarding and authorize staff to enter into an agreement with:**
Utah Local Technical Assistance Program for pavement management study and sign inventory in the amount not to exceed \$32,000.

B. **Open bid the pavement management and sign inventory study.**
(Staff does not recommend this alternative).

C. **Change the scope to include only pavement management portion of the proposal.**

This would reduce the cost to \$16,000. (Staff does not recommend this alternative).

D. **Postpone the pavement management and sign survey for another year.**
(Staff does not recommend this alternative)

SIGNIFICANT IMPACTS: The pavement management plan is designed to maintain Park City's pavement quality. A sign inventory plan would be new for Park City and will enable staff to better manage signs and have a quality index for future repair and replacement.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Failure to maintain an adequate pavement management program will increase maintenance dollars in subsequent years and lower overall pavement quality.

RECOMMENDATION: Authorize the City Manager to enter into an agreement in a form approved by the City Attorney with Utah Local Technical Assistance Program for pavement management study and sign inventory in the amount not to exceed \$32,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 27th day of April, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (City), and UTAH LOCAL TECHNICAL ASSISTANCE PROGRAM, a TECHNICAL DATA AND SUPPORT (Service Provider).

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to assist the City in the assessment of pavements and conduct a sign inventory study.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the Project). Fees shall be calculated pursuant to the Fee Schedule, attached hereto and incorporated herein as "Exhibit B". The total fee shall not exceed **Thirty Two Thousand Dollars (\$32,000)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on July 31, 2006, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- B. For all extra work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.
- C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Providers activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Providers defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Providers 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.

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences

thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

8. **INSURANCE.**

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above.

9. **TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. **COMPLIANCE WITH LAWS.**

The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

11. **NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting

procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

City Council Staff Report

Author: Pace Erickson, Clint Dayley
Title: Operations Manager, Parks & Golf Supervisor
Subject: Dredge the 18th lake on City Golf Course
Date: April 27, 2006
Type of Item: Administrative



PUBLIC WORKS

SUMMARY RECOMMENDATIONS:

Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Conexco for the sediment removal of 18th lake on the golf course in the amount of \$98,300.

DESCRIPTION:

Topic: Contract approval for dredging the 18th lake on City Golf Course.

Background: The proposed lake for dredging is located on the 18th hole of the golf course. Over the years, sediment imported from storm drains, Spiro Tunnel and Treasure Hollow has settled into the bottom of the pond. Because of natural run-off, Treasure Hollow is the single largest contributor of sediment loading. The last time this lake was dredged was 1984, some 22 years ago. Decades of sediment has accumulated into the bottom of the lake ranging from 1-6 feet deep.

This lake is a great example of how a golf course water feature may have a direct benefit of improving water quality within the East Canyon Creek Watershed. For several years now this pond has been acting as a sediment settling basin for East Canyon Creek and Silver Creek. Specifically, East Canyon Creek from the East Canyon Reservoir to the headwaters here in Park City is listed on Utah's 1998 303d list of impaired water bodies. The specific pollutants or stressors are total phosphorus and dissolved oxygen. As a result the Utah Department of Environmental Quality (Division of Water Quality) considers this waterbody a "high priority" group for Utah's impaired waters thus requires a Total Maximum Daily Load (TMDL) plan to restore beneficial uses and water quality standards.

The Division of Water Quality (DWQ) recognizes the key role this pond structure plays in removing sediment pollutant load to the watershed. However since the pond has almost reached capacity, the sediment removal efficiency has decreased substantially and as a result this project is intended to restore the settling capacity. If not dredged the lake will eventually reach capacity and the environmental benefits will be non-existent. The DWQ identified the need to dredge the pond in 2003 within the Snyderville Basin Recreation and Construction Industry Water Quality Improvements Project – Final Report dated August 29th 2003. This report that was sponsored by Mountainland Associations of Governments in cooperation with the East Canyon Creek

Water Quality Steering Committee, which recommended increasing Pond 18 sediment retention capacity. Recognizing the importance of this project, it should also be noted that John Whitehead with the Division of Water Quality has provided the City with a correspondence dated January 12th 2006 that provides a permit variance for this project to proceed this year. This project is also a partnership with the Natural Resources and Conservation Service (NRCS) whom will be contributing \$10,500.00 to the project as part of 319 Grant Funding for controlling non-point source pollution.

Lastly, besides the water quality benefits, the sediment removal will also mitigate a pond weed problem the golf course has been battling for several years. Leafy Butter Cup is a pond weed that grows in shallow ponds and lakes. As the sediment accumulates within the pond, light intensity increases providing the pond weed with the ideal growing conditions therefore the weed proliferates. The pond weed not only causes aesthetic concerns for the golf course but causes pumping issues for Park City Mountain Resort due to the fact their pump station for snow making is located on this lake.

Future sediment control

Sediment removal from this pond is only one component to this overall project. The construction of a sediment trap is an essential component to maximize the longevity of the dredged pond. The sediment trap will be located upstream of the 18th lake and will act as a first stage settling basin for the incoming storm water/runoff before the water enters the 18th pond which eventually outfalls to East Canyon Creek. This sediment trap will isolate the sediment in an accessible area, which facilitates annual maintenance efforts including regular dredging. The construction of this sediment trap is not part of this dredging contract. This sediment trap will be constructed this summer, before the dredging project begins.

Analysis:

The bid invitation was advertised in the Park Record for two weeks. Eight companies expressed interest in the project with two submitting bids. Both companies that submitted bids are qualified for this project, meeting or exceeding the minimum qualifications identified in the bid documents.

Company	Bid Price
Conexco	\$98,300
Byer Excavation	\$109,300

Staff reviewed bid documents from both contractors. Conexco has not worked with the City before. Staff checked references with Draper City and West Valley City. Conexco is the lowest bidder, having positive references, and 7 years of experience in the excavation business. Staff recommends this construction contract be awarded to Conexco.

Scope of Work

The 18th lake is approximate 3 acres in size with water depths range from approximately 2 to 9 feet. The project involves removal of approximately 5,200 cubic yards of material by mechanical methods. The lake will be drained by the City prior to sediment removal.

The sediment in the pond has been sampled and characterized and based on that sampling project the sediment does not exhibit hazardous characteristics therefore triggering USEPA clean up standards. As a result, staff proposes to leave the sediment on site to reduce the cost of the project. Three areas have been selected near the pond to stockpile the material to allow dewatering. Next year the golf course will shape and re-vegetate the sediment into mounds.

The project is scheduled to begin August 7 with a completion date of September 15. The 18th hole on the golf course will remain in play during the sediment removal process. Staff will work with Jeff Schoenbacher to meet the required notifications within the Stream Channel Alteration Permit, dated April 12, 2005.

Department Review:

Public Works Department
Legal Department
Pro-shop Office

Environmental Office
Executive Office
Building Department

ALTERNATIVES:

- **Approve the Request:** Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Conexco for the dredging of the 18th lake on the City golf course in the amount of \$98,300. **(Staff recommended)**
- **Deny the Request:** Should Council decide not to award a contract to dredge the 18th lake, the pond will remain in its present condition. **(Staff does not recommend this option).**
- **Continue the Item:** Council could continue the item with direction for additional information. **(Staff does not recommend this option).**
- **Do Nothing:** Should Council decide to hold off on this project, the pond would remain in its present condition. **(Staff does not recommend this option).**

SIGNIFICANT IMPACTS:

Fiscal:

The golf course CIP fund (55-43367- 7319) has \$138,000.

Park City Mountain Resort has graciously agreed to cost share this project with a 50/50 split up to \$75,000 each. PCMR recognizes the environmental benefit in dredging out the pond. Dredging the pond will also benefit their snow making operation.

Natural Resource and Conservation Service which is a branch of the United States Department of Agriculture has offered a 319 grant of \$10,500 to the project.

Environmental:

The removal of the sediment will ensure this lake continues to benefit the streams of East Canyon Creek and Silver Creek in the future.

RECOMMENDATION: Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Conexco for sediment removal of the 18th lake on City golf course in the amount of \$98,300.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 27 day of April, 2006, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and **CONEXCO, 154 East Gordon Lane Murray Utah**, which is a (check one) X corporation _____ partnership _____ sole proprietorship _____ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the **Park City Golf Course Sediment Removal Project** (hereinafter "Project"), which consists of removing 5200 cubic yards of sediment from the 18th lake at the Park City Golf Course.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: none _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Golf Course Maintenance Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to

the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

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Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

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

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **ninety-eight thousand three hundred dollars (\$98,300)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of

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whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by September 15, 2006. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Two Hundred Dollars (\$200.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a

custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

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The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. 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 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off

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the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are

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approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the

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impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is **CLINT DAYLEY**, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: **Daren Flynn**, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

City Council Staff Report



Author: Kirsten Whetstone
Subject: Land Management Code Amendments
Date: April 27, 2006
Type of Item: LMC Amendments

Planning

Summary Recommendations:

Discuss proposed revisions to the Land Management Code, conduct a public hearing, and approve the revisions by adopting the attached Ordinance.

Description:

Topic

Project Name: LMC Amendments
Applicant: Planning Department
Proposal: Revisions to the Land Management Code
Chapters 1,3,4,6,7,and 8.

Background

The Planning Department is preparing amendments to the Land Management Code (LMC) to address planning and zoning issues that have come up in the past year. Re-organization of the Community Development Department required language in the Land Management Code to be revised to reflect the new organization. Additional revisions are being proposed to address specific LMC issues and substantive revisions that have been identified since the 2000 LMC updates. Legal staff recommended additional amendments to comport with revisions to the Utah State Code in 2005. Staff is currently redlining the entire LMC to resolve this situation.

Included in this packet are Chapters One-General Provisions and Procedures, Chapter Three- Off-Street Parking, Chapter 4- Supplemental Regulations, Chapter Six- Master Planned Developments, Chapter 7- Subdivisions, and Chapter 8- Annexation. The remaining Chapters will be redlined and submitted in the next couple of months.

On March 1, 2006, the Planning Commission conducted a public hearing on these amendments and voted to forward a positive recommendation to the Council, with a recommendation that the notice periods required by the LMC be standardized to the greatest extent possible and generally maintain the current 14 day noticing for published, posted, and courtesy mailings.

Analysis

Revisions due to CDD reorganization

Reorganization of the City Departments and the elimination of a Community Development Director (CDD) necessitates revisions to the Land Management Code to replace references to the Community Development Director or CDD and replace them with either the Planning Department; Planning Director; Planning, Engineering and Building Departments; City Engineer; and/or Chief Building Official.

In general, when a decision is strictly a planning matter, "Planning Director" will replace the "CDD Director". When the decision requires a coordinated effort of Building, Planning, and Engineering then "CDD" will be replaced with "Planning, Building and Engineering Departments".

Revisions due to creation of an Historic Preservation Board

Revisions are also made to replace the terms "Historic District Commission" or "HDC" with either, "Historic Preservation Board", "HPB", "Planning Director", "Planning Department", etc. based on the language approved by the 2003 amendments to Chapter 11- Historic Preservation.

Revisions due to use of International Building Code (IBC) in place of UBC

Revisions throughout the LMC are required as Park City now utilizes the International Building Code in place of the Uniform Building Code.

Summary of additional substantive revisions and revisions to comport with revised State Code

In addition to amendments described above the following LMC amendments are reflected in the redlined Chapters:

Chapter One: Clarified purpose statements and clarified Review/Decision Table.

Per revisions to State Code: 1) Added purpose statements regarding protection for solar energy and affordable housing, 2) clarified procedure for emergency zoning, 3) added information about creating zoning districts, 4) added Section on Exactions, 5) added language pertaining to Conditional Use Permits, 6) modified noticing requirements, 7) added posting of notice on official web site and for General Plan amendments, 8) added instructions for Applicant notice, 9) limit appeals to decisions on land use ordinances, required applicant to present all theories that would be presented to District Court, 10) added paragraph on burden of proof and standard of review, and 11) conflicts out members of appeal authority who acted on the original decision.

Chapter Three: Required vehicle parking on approved paved surfaces only. Clarified tandem parking configuration. Allow parking structures between participating Development to occupy Yards below Grade subject to a CUP or MPD.

Chapter Four: Clarified requirements for Walls in Yard Areas. Clarify use of Chain Link fencing. Included size limitations for Guest Houses (1,500 sf). Moved Telecommunication/Antenna Definitions to Chapter 15 and included PUT zone in Telecommunications Regulations. Allow

enclosed antennas in Historic Structures and in POS Zone with CUP approval. **Per revisions to State Code:** 1) Changed the number of occupants allowed in group elderly homes from 4 to 8.

Chapter Six: Allowed option of using the Unit Equivalent Table or formula that One Residential UE equals 2,000 sf for Residential Unit Equivalent in calculating Residential Unit Equivalence, as described below:

The Planning Commission forwarded a positive recommendation on the LMC amendment to Chapter 6 to allow calculation of residential unit equivalents to reflect the existing Unit Equivalent Table **or** to utilize a formula that one residential UE is equal to 2,000 square feet of residential floor area. Applicants may divide an approved total residential floor area into whatever component (unit) sizes the market dictates, provided the total approved residential UE is not exceeded. This would be consistent with the way commercial UE are calculated. Currently, using just the table, many units come in at exactly 1,499 sf or 1,999 sf., which is one square foot below or often exactly on the maximum floor area for that UE. For example:

- A. 4 units at 600sf = 2,400 sf = 1 UE per the table versus 2,400 sf = 1.2 UE per the formula (use up more UE with formula).
- B. 1 unit at 2,000 sf = 1 UE per the table or the same 2,000 sf = 1 UE per the formula.
- C. 2 units at 3,000 sf = 6,000 sf = 3 UE per the table, which is the same (2,000 sf = 1 UE) per the formula.
- D. 1 unit at 3,500 sf = 2 UE per the table versus and 3,500 sf = 1.75 UE per the formula (uses fewer UE with the formula).

Chapter Seven: **Per revisions to State Code:** 1) Changed citation referring to State Code under 15-7-4 Authority, 2) altered language referring to vacation of or amendment to plats, 3) clarified that Planning Commission makes recommendation to City Council on plats, 4) added language that Planning Commission holds public hearings on plats prior to recommendation to Council, 5) added language on Council's options upon review of the Commission recommendation, 6) added language requiring approval from the culinary water and the sanitary sewer authority, 7) added language allowing City to withhold an otherwise valid plat approval until the owner of the land provides the City Council with a tax clearance, 8) voids recorded plat if it doesn't have required signatures, 9) added language requiring surveyor to certify that he complied with state requirements and verified all measurements and placed monuments correctly.

Chapter Eight: **Per revisions to State Code:** Added language requiring a zone to be assigned to annexed territory when it is annexed.

Revisions related to Noticing Requirements

In terms of amendments to the Noticing Requirements, Section 15-1-20, staff presented redlines to the Planning Commission that reflected the revised Utah Code, and requested direction from the Planning Commission on these revisions. In certain instances, for example, zoning and rezoning actions require by State Code a 3 to 10 day notice period for posting, publishing, and mailing depending on the action. The LMC currently requires a 7 to 14 day notice depending on the action.

The Planning Commission recommended that where the State is less restrictive, i.e., the current LMC noticing is longer than the State requirements; the LMC should not be amended. However, there are no instances where the LMC allows a shorter noticing period than required by the State Code.

The Planning Commission considered the longer 14 day noticing period, which is the most common, necessary to accommodate the many out of state property owners. The Planning Commission requested Staff make noticing as consistent as possible and to keep the 14 day noticing requirement as it is today for the majority of Actions (see table in 15-1-20), and to allow the other actions (such as Determination of Historic Significance, Historic Design Review notification to adjacent property owners, and Appeal notification), to remain as they are currently, provided they are at least as long as the State Code requires.

For consistency, subdivision plats, record of survey plats, and plat amendments have been revised to a 14 day noticing period, from a previous mix of between 7 and 14 days.

State law specifically allows cities to have stricter i.e. longer noticing periods than the minimums required by State Code.

Issues raised at the Public Hearing

An initial Public Hearing was conducted by the Planning Commission on December 14, 2005. There was no public comment. On March 1, 2006, the Commission conducted a public hearing on these proposed revisions. Minutes of the meetings are attached as Exhibit H. Mike Sweeney commented that he did not have sufficient time to review all of the amendments. The Commission voted to forward a positive recommendation to the City Council and requested staff to meet with Mr. Sweeney in the mean time to explain the amendments and understand his concerns. Staff met with Mr. Sweeney on March 15, 2006, to go over his concerns. A letter from Mr. Sweeney, summarizing his concerns is attached as Exhibit G.

Department Review

These amendments are being reviewed by Planning, Engineering, and Building Departments, as well as by the Legal Department. A final draft of these amendments is available at the Planning Department for review, and on-line as part of this Council packet.

Alternatives

N_U

- Conduct a public hearing and approve the proposed amendments as presented, or as amended at the meeting.
- Conduct a public hearing and deny the amendments as presented and request staff to return with specific changes.
- Continue this item with further direction to Staff.

Significant Impacts

Approval of these amendments to the Land Management Code serve to implement the City's General Plan; bring the LMC into compliance with the State Code; and address re-organization of the Community Development Department, as well as technical corrections and substantive amendments to the Land Management Code related to Conditional Use Permits, noticing, appeals and appeal authority, parking on paved surfaces, parking below grade within setbacks, walls and fences, size limitations for Guest Houses, telecommunications and antenna locations, increase occupants allowed in elderly group homes from 4 to 8, options for unit equivalent calculations, changes to subdivision ordinance regarding review and approval authority, and requirement for a zone to be assigned to annexed territory when annexed.

Recommendation

Staff recommends the Council conduct a public hearing, discuss the proposed amendments, discuss any outstanding items, and approve the amendments by adopting the attached Ordinance.

Exhibits: Included under separate cover. Contact City Recorder Jan Scott at 435-615-5007 to obtain copies of exhibits.

Exhibit A- Chapter One, General Provisions and Procedures and Notice Matrix

Exhibit B- Chapter Three, Off-Street Parking

Exhibit C- Chapter Four, Supplemental Regulations

Exhibit D- Chapter Six, Master Planned Developments

Exhibit E- Chapter Seven, Subdivisions

Exhibit F- Chapter Eight, Annexation

Exhibit G- Comments from Michael Sweeney

Exhibit H- Planning Commission minutes

**AN ORDINANCE APPROVING AMENDMENTS TO
THE LAND MANAGEMENT CODE
OF PARK CITY, UTAH, TO REFLECT RE-ORGANIZATION OF THE COMMUNITY
DEVELOPMENT DEPARTMENT, TO COMPORT WITH REVISIONS TO THE UTAH
CODE, AND TO ADDRESS TECHNICAL CORRECTIONS AND SUSTANTIVE
AMENDMENTS,
FOR THE FOLLOWING CHAPTERS:
CHAPTER 1- GENERAL PROVISIONS AND PROCEDURES
CHAPTER 3- OFF-STREET PARKING,
CHAPTER 4- SUPPLEMENTAL REGULATIONS,
CHAPTER 6- MASTER PLANNED DEVELOPMENTS,
CHAPTER 7- SUBDIVISION GENERAL PROVISIONS AND
CHAPTER 8- ANNEXATION**

WHEREAS, the Land Management Code is designed and enacted to implement the objectives of the Park City General Plan; to protect the general health, safety, and welfare of Park City's citizen's and property owners; to maintain the quality of life and experience for its residents and visitors; and to preserve the community's unique character and values;

WHEREAS, the City is in the process of preparing amendments to the entire Land Management Code to address reorganization of the Community Development Department and to ensure that the Park City Land Management Code comports with revisions to the Utah Code in 2005;

WHEREAS, approval of these amendments to the Land Management Code serve to implement amendments to the City's General Plan and to address substantive amendments to the Land Management Code related to Conditional Use Permits, noticing, appeals and appeal authority, parking on paved surfaces, parking below grade within setbacks, walls and fences, size limitations for Guest Houses, telecommunications and antenna locations, increase occupants allowed in elderly group homes from 4 to 8, options for unit equivalent calculations, changes to subdivision ordinance regarding review and approval authority, and requirement for a zone to be assigned to annexed territory when annexed.

WHEREAS, the Planning Commission duly noticed and conducted public hearings at its regularly scheduled meetings, on December 14, 2005 and March 1, 2006 and forwarded to City Council a positive recommendation on amendments to Chapters 1, 3, 4, 6, 7, and 8;

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on April 27, 2006; and

WHEREAS it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Utah State Code and the Park City General Plan, and to be consistent with the values and identified goals of the Park City community to protect health and safety, maintain the quality of life for its residents, and to preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO CHAPTER 1 OF THE LAND MANAGEMENT CODE. Chapter 1 is hereby amended as attached hereto as Exhibit A. Any conflicts or cross-references from other provisions of the LMC to Chapter 1 shall be resolved by the Planning Director.

SECTION 2. AMENDMENTS TO CHAPTER 3 OF THE LAND MANAGEMENT CODE. Chapter 3 is hereby amended as attached hereto as Exhibit B. Any conflicts or cross-references from other provisions of the LMC to Chapter 3 shall be resolved by the Planning Director.

SECTION 3. AMENDMENTS TO CHAPTER 4 OF THE LAND MANAGEMENT CODE. Chapter 4 is hereby amended as attached hereto as Exhibit C. Any conflicts or cross-references from other provisions of the LMC to Chapter 4 shall be resolved by the Planning Director.

SECTION 4. AMENDMENTS TO CHAPTER 6 OF THE LAND MANAGEMENT CODE. Chapter 6 is hereby amended as attached hereto as Exhibit D. Any conflicts or cross references from other provisions in the LMC to Chapter 6 shall be resolved by the Planning Director.

SECTION 5. AMENDMENTS TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7 is hereby amended as attached hereto as Exhibit E. Any conflicts or cross references from other provisions in the LMC to Chapter 7 shall be resolved by the Planning Director.

SECTION 6. AMENDMENT TO CHAPTER 8 OF THE LAND MANAGEMENT CODE. Chapter 8 is hereby amended as attached hereto as Exhibit F. Any conflicts or cross-references from other provisions of the LMC to Chapter 8 shall be resolved by the Planning Director.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be effective upon publication.