PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 2, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, March 2, 2006.

Closed Session – Executive Conference Room

4:00 p.m. Property

Work Session – City Council Chambers

4:30 p.m. Council questions/comments
4:40 p.m. Legislative wrap-up
5:00 p.m. Cross county skiing and golf course update
Review of regular meeting:
5:10 p.m. Strategic plan for water
5:25 p.m. Strategic plan for the environment
5:40 p.m. Other meeting questions/comments
5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF FEBRUARY 9, AND FEBRUARY 16, 2006

V PUBLIC HEARINGS

1. Resolution adopting a strategic plan for water for Park City, Utah

2. Resolution declaring Park City's goals, policies, and strategies in promotion of environmental initiatives for Park City Municipal Corporation and the community

VI CONSENT AGENDA

1. Resolution adopting a strategic plan for water for Park City, Utah

2. Resolution declaring Park City's goals, policies, and strategies in promotion of environmental initiatives for Park City Municipal Corporation and the community

VII NEW BUSINESS

Authorization to the City Manager to execute an Agreement, in a form approved by the City Attorey, with Bowen, Collins, and Associates, for the design of the Boothill Pump Station in an amount of $132,087

VIII ADJOURNMENT

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

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

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 9, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, March 9, 2005.

Posted: 02/27/06
See: parkcity.org

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

March 2006

2 Jim gone
9 **No meeting**
16 Joint work session with Planning Commission – General Plan amendments
Mosquito abatement update – John Yassi – 336-2088 – 6 p.m.
Sign Code – work – Ray
Continuation of hearing on Ordinance approving a plat amendment to the Snow Top Subdivision to amend plat notes #4 and #5 regarding the location of building pads and limits of disturbance on all lots within the subdivision, located on Snowtop Court, Park City, Utah
Ordinance – 633 Woodside Avenue plat amendment – Ray
Ordinance – 827 Woodside Avenue plat amendment – Jonathan
Ordinance – 315 Park Avenue plat amendment – Ray
Ordinance – 6601 Royal Street, The Lookout plat amendment – Ray
Ordinance – 915 Park Avenue plat amendment – Ray
Ordinance – 2383 Eagle Cove Drive, Cover at Eagle Mountain Phase II plat amendment - Brooks
23 Conservation easement McPolin Farm (30 min) - Myles
Ordinance – 703 Park Avenue National Garage Subdivision plat amendment - Ray
LMC amendments Chapter 1: 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
Eagle Pointe V annexation petition – public hearing – Brooks
Silver Star Affordable Housing Plan
30

April 2006

6 **No meeting**
13 Real estate offices
20
27

May 2006

4
11
18
25
29 Memorial Day – offices closed

Pending Items:

Resolution adopting affordable housing guidelines and standards

Amendment to LMC creating Community Transition Zone and amending Chapter 6 Master Planned Developments creating unit equivalent multiplier for (I) occupancy buildings

KPCW lease

General Plan update

Regional bus service SLC

Conveyance of easement from Iron Mountain & Associates

One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006

One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006

Briefing on parking regulations and event parking permits for Sundance – Fall 2006

Author: Craig Sanchez
Subject: Golf Course Update
Date: March 2, 2006
Type of Item: Informational

Summary Recommendation:

- Continue Golf Course Management plan adopted by Council in March of 2005 for the 2006 season.

Topic:
Golf Course update.

Background
On March 24, 2005 staff presented Council with an analysis of the 2004 season and business plan for the 2005 season. This plan centered on measures to provide the course with sufficient funding for capital improvements. Direction given by Council at that time was to focus on seven areas:

- Extend the resident rate to residents of Snyderville Basin.
- Reduce the resident rate to $32.
- Implement a new reservation policy.
- Create and monitor a monthly budget for golf operations.
- Expenditure reductions.
- Review the complimentary rounds policy.
- Golf Course Capital Improvement Program.

Even with the late opening and wet spring these programs had a positive effect on FY 2005. The Club had an increase in cash balance of $60,356. The current (end of January) cash balance of the golf fund is $421,000. Home Owner Association fees for the city's portion of the golf shop have not been set and could play a large role in future budgeting.

Analysis
<u>Extend the resident rate to residents of Snyderville Basin.</u> For the 2005 season rounds were down 1 ¼% (2004 18 hole rounds-27,045, 2005 18 hole rounds-26,733). This would be considered flat and are in the same range provided by the National Golf Foundation for the Intermountain region. This was primarily due to the late opening and wetter than normal spring. Fiscal year 2005 golf rounds increased about 10%. Resident rounds for the season increased by 2,449 rounds or 20% over the previous year. This did seem to affect the non resident rounds as they were down 1,290 rounds or about 20%. However the increase in resident rounds financially covered that decrease.

<u>Reduce the resident rate to $32.</u> This was a $1 decrease from the previous year. As stated above this could have also contributed to the increase in resident play.

Implement new reservation policy. The main focus of this program was to decrease the number of no shows. Staff implemented a policy of taking credit card numbers for reservations. If that tee time was not canceled a fee of 50% of the green fee was charged. The results of this program were very successful. No shows dropped from 2,519 reservations to 1,078 for a decrease of 57%. Very few guests were charged as the majority of the no shows were early season resident players. These players were then notified of the new policy.

Create a monthly budget. Staff worked closely with the Budget Debt and Grants department to create and monitor a monthly budget (Attachment A). Currently (end of December) the course is $45,341 ahead of budget projections. Total expenses were $526,588 and revenues were $796,235 for a net profit $269,247. This is an increase of 73% ($113,618) over FY 2005 same period. Areas of focus on the expense side this spring will be in the area of Pro Shop personnel.

Expenditure reductions. Golf Shop personnel was the main focus of reductions. The fiscal year 2006 personnel budget was decreased by 30%. To reach these numbers staff implemented a new staffing program. The two main areas of focus of this program were implementing a volunteer program for our Player Assistants and Outside Services positions, and a reduction in shoulder season staffing. These programs will be evaluated at the end of FY 2006.

Complimentary rounds. The majority of these rounds are golf course employee comp rounds. Comp rounds decreased by 32% from 2,478 in 2004 to 1,676 in 2005. Management did not implement a set in stone policy but communicated their expectations with employees to self police the times and amount of rounds to be played. Even with the addition of a larger volunteer work force staff's efforts in this area were evident by the lower number of comp rounds.

Capital program. Part of the capital expenditure program was implemented based upon favorable revenues of FY 2006. FY 06 focused on three areas:

1. Equipment replacement. Two new fairway mowers were purchased for $72,000.
2. Dredging of #18 pond. This project was put on hold as the Department of Water Quality had some concern about turbidity levels for downstream users caused by this process. The DWQ has issued a turbidity variance to the Stream Alteration permit, the dredging is projected for late summer 2006.
3. Improve the look and feel of the #1 tee area. This will proceed if spring revenue projections provide the course with funding.

GOLF COURSE CAPITAL IMPROVEMENT PLAN

PROJECT	CIP Fund	2006	2007	2008	2009	2010	5-YEAR TOTAL	TOTAL PROJECT COST
CART PATHS	55-47208					35,000	35,000	300,000
*DREDGE 18 LAKE	55-47208		100,000				100,000	300,000
EQUIPMENT REPLACE	**55-44039**	75,000	75,000	75,000	75,000	75,000	375,000	375,000/ ONGOING
*IRRIGATION IMPROVMENT	55-47208			75,000	125,000		200,000	300,000
1 TEE LANDSCAPE IMPROVEMENTS	55-47208	20,000					20,000	20,000
PROPERTY PURCHASE 6 TEE	55-47208		50,000				50,000	50,000
PUMP STATIONS	55-47208			100,000	70,000		170,000	170,000
REBUILD 14 GREEN	55-47208						Unscheduled	60,000
RESTROOMS IMPROVEMENTS	55-47208		10,000				10,000	50,000
*SNOW CAT	**55-47209**					175,000	175,000	175,000
STREAM& SILT CONTROL	55-47208		10,000	10,000	10,000		30,000	100,000
TEE CONSTRUCTION	55-47208	25,000					25,000	200,000
TEE SIGNS / BENCHES	55-47208		25,000				25,000	25,000
TOTAL		120,000	270,000	260,000	280,000	285,000	1,215,000	2,125,000

* Note

- 2007 - Dredging 18 lake assumes financial assistance from Park City Mountain Resort. Received new permit from Department of Water Quality.
- Irrigation improvements include future upgrades to controllers, new main line and sprinkler heads.
- Snow cat replacement is funded through the cross country concessionaire.

Cross Country Skiing:
In the fall of 2005 the Cross Country Task Force was formed. This group consists of staff, recreation advisory board members, cross country users, and trail advocates. The group meets monthly. In our first meetings the groups focus was in two areas: The quality of the current layout, and expansion of available kilometers in the Park City – Snyderville Basin area.

Quality- Two new grooming attachments were bought with restaurant tax funds. A renovator was purchased to help smooth out the track during big snow events. A ginsu groomer (pulled by a snow mobile) was purchased to help during periods of less frequent snow and to allow more frequent grooming. In informal discussions with users they remarked that the quality of the track has improved. Staff did place culverts in the farm trail area, this allowed for a slight increase in kilometers to be groomed.

Quantity - Development of contiguous track around the current track is limited due to roadways and development. Two immediate areas the group is looking at expansion are the Aspen Springs area and connecting to the trail system that is groomed by Snyderville Basin Recreation District on the East side of 224. The group is currently in discussions with the Aspen Springs HOA to look at expansion within their development. Staff has provided easier access from the farm trail system to the trail system that runs out to Redstone via the tunnel underneath highway 224. The group is also conducting a snow study of the Round Valley area to determine if there would be sufficient snow amounts in the area for future multi-use trail expansion. The group has also met with the National Ability Center and will meet with the Canyons in the future to discuss expansion in those areas.

Staff will provide a more detailed update after the completion of the 2006 season. This update will include recommendations from the cross country task force.

Department Review:
The City Managers Office, Budget, Debt, and Grants Department, Public Works Department, and the Recreation – Library Department have reviewed this report.

Alternatives:

A. Approve the request: Continue Golf Course Management Plan adopted by Council in March of 2005 for the 2006 season.

B. Deny the request:

C. Continue the Item: Council could direct staff to provide further information at a future date.

D. Do Nothing: This would have the same effect as alternative A.

Significant Impacts:
With the positive financial direction of the golf course due to these changes, staff recommends staying the course to collect more data as to prove the validity of these program changes. There would not be a fee increase for the 2006 season. Staff will

provide a report to Council in the winter of 2007 to get direction on future changes to fees and programs.

Recommendation:
Continue Golf Course Management plan adopted by Council in March of 2005 for the 2006 season.

Attachment A

Golf Monthly Budget

Revenues

CHARGES FOR SERVICES	**July Bud.**	Month-End Actual	**Aug Bud.**	Month-End Actual	**Sep Bud.**	Month-End Actual	**Oct Bud.**	Month-End Actual	**Nov Bud.**	Month-End Actual	**Dec Bud.**	Month-End Actual	**Jan Bud.**	**Feb. Bud**	**Mar Bud**	**Apr Bud**	**May Bud**	**Jun Bud**	YTD Budget	YTD Actual
GREEN FEES	$139,996	$180,021	$131,503	$149,741	$87,337	$98,996	$38,737	$31,271	$1,960	$1,411	$0	$0	$0	$0	$0	$11,108	$72,337	$104,854	$399,533	$461,439
CART FEES	$44,170	$47,479	$41,491	$40,913	$27,556	$26,071	$12,222	$10,496	$618	$416	$0	$0	$0	$0	$0	$3,505	$22,823	$33,083	$126,057	$125,375
PASS FEES	$5,724	$1,835	$1,821	$1,937	$707	$298	$0	$0	$0	$0	$0	$0	$0	$0	$0	$31,812	$52,153	$11,759	$8,252	$4,070
OTHER REVENUES	$68,527	$63,665	$64,370	$62,383	$42,751	$44,904	$18,961	$27,289	$959	$3,336	$0	$330	$0	$0	$0	$5,437	$35,408	$51,325	$195,569	$201,907
MISCELLANEOUS REVENUES	$2,083	$8,177	$2,083	$5,978	$2,083	-$5,814	$2,083	-$8,416	$2,083	$1,322	$8,883	$2,197	$10,083	$10,083	$10,083	$10,083	$2,083	$13,633	$19,300	$3,444
TOTAL REVENUES	**$260,502**	**$301,177**	**$241,268**	**$260,952**	**$160,433**	**$164,454**	**$72,004**	**$60,640**	**$5,620**	**$6,485**	**$8,883**	**$2,527**	**$10,083**	**$10,083**	**$10,083**	**$61,945**	**$184,805**	**$214,654**	**$748,711**	**$796,235**

Expenses

PRO SHOP	July	Actual	August	Actual	September	Actual	October	Actual	November	Actual	December	Actual	January	February	March	April	May	June	YTD Budget	YTD Actual
PERSONNEL	$38,274	$41,538	$24,980	$38,069	$20,055	$32,574	$13,715	$22,404	$11,253	$28,993	$26,028	$11,634	$11,253	$11,253	$11,253	$13,411	$24,980	$44,087	$134,305	$175,212
MATERIALS, SUPPLIES, AND SERVICES	$23,585	$12,209	$20,285	$36,274	$11,285	$15,054	$10,000	$21,610	$5,000	$4,110	$1,000	$2,744	$1,000	$1,000	$1,000	$29,500	$27,500	$29,145	$71,155	$92,001
CAPITAL OUTLAY	$0	$0	$0	$230	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,500	$0	$230
UTILITIES	$2,200	$151	$2,200	$1,675	$2,200	$1,439	$1,800	$1,366	$1,000	$1,036	$200	$821	$200	$200	$200	$1,000	$1,440	$1,760	$9,600	$6,489
MISC. CHARGES	$4,833	$3,212	$4,833	$1,640	$4,833	$4,074	$0	$0	$0	$0	$0	$86	$0	$0	$0	$4,833	$4,833	$4,833	$14,499	$9,012
CONTRACT SERVICES	$1,100	$983	$1,100	$28	$1,100	$0	$0	$185	$0	$185	$0	$600	$0	$0	$0	$1,100	$1,100	$1,100	$3,300	$1,981
INTERFUND TRANSFER	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$4,212	$25,272	$25,272
DEBT SERVICE	$583	-$859	$583	$0	$583	$0	$583	$0	$583	$0	$583	$0	$583	$583	$583	$583	$583	$583	$3,500	-$859
Subtotal:	$74,787	$61,446	$58,194	$82,128	$44,269	$57,353	$30,311	$49,778	$22,048	$38,536	$32,023	$20,097	$17,248	$17,248	$17,248	$54,640	$64,649	$88,221	$261,631	$309,337
MAINTENANCE																				
PERSONNEL	$17,299	$23,046	$17,299	$20,190	$17,299	$17,951	$17,299	$18,284	$10,395	$12,485	$7,511	$9,902	$7,511	$7,511	$7,511	$7,511	$17,299	$17,299	$87,102	$101,857
MATERIALS, SUPPLIES, AND SERVICES	$24,000	$1,777	$24,000	$8,486	$31,900	$15,392	$17,500	$37,783	$8,000	$1,025	$8,000	$5,760	$17,412	$8,000	$9,000	$15,000	$24,000	$24,000	$113,400	$70,223
CAPITAL OUTLAY	$6,500	$0	$6,000	$0	$6,000	$0	$0	$1,400	$0	$0	$0	$0	$0	$0	$0	$0	$9,000	$10,000	$18,500	$1,400
INTERFUND TRANSFER	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$7,295	$43,771	$43,770
Subtotal:	$55,094	$32,118	$54,594	$35,970	$62,494	$40,638	$42,094	$64,762	$25,690	$20,805	$22,807	$22,957	$32,219	$22,807	$23,807	$29,807	$57,594	$58,594	$262,773	$217,251
TOTAL EXPENSES	**$129,882**	**$93,563**	**$112,788**	**$118,099**	**$106,763**	**$97,991**	**$72,405**	**$114,540**	**$47,738**	**$59,341**	**$54,830**	**$43,054**	**$49,467**	**$40,055**	**$41,055**	**$84,446**	**$122,243**	**$146,815**	**$524,404**	**$526,588**
REVENUES OVER EXPENSES (Operating)	**$130,620**	**$207,613**	**$128,480**	**$142,853**	**$53,671**	**$66,464**	**-$401**	**-$53,900**	**-$42,117**	**-$52,856**	**-$45,946**	**-$40,527**	**-$39,383**	**-$29,971**	**-$30,971**	**-$22,502**	**$62,562**	**$67,839**	**$224,306**	**$269,647**

CAPITAL IMPROVEMENTS	July	Actual	August	Actual	September	Actual	October	Actual	November	Actual	December	Actual	January	February	March	April	May	June	YTD Budget	YTD Actual
EQUIPMENT REPLACEMENT	$0	$0	$75,000	$0	$0		$0	$71,891	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$75,000	$71,891
COURSE IMPROVEMENTS	$0	$0	$0	$0	$100,000		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$50,000	$0	$100,000	$0
Subtotal:	$0	$0	$75,000	$0	$100,000	$0	$0	$71,891	$0	$0	$0	$0	$0	$0	$0	$0	$50,000	$0	$175,000	$71,891
TOTAL REVENUES OVER TOTAL EXPENSI	**$130,620**	**$207,613**	**$53,480**	**$142,853**	**-$46,329**	**$66,464**	**-$401**	**-$125,791**	**-$42,117**	**-$52,856**	**-$45,946**	**-$40,527**	**-$39,383**	**-$29,971**	**-$30,971**	**-$22,502**	**$12,562**	**$67,839**	**$49,306**	**$197,756**

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 9, 2006

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Gary Hill, Budget Manager

Absent: **Council member Candace Erickson**

1. Council questions and comments. Roger Harlan expressed his appreciation of the efforts of Senator Bev Evans and Representative David Ure in protecting Park City's interests. The community meeting they hosted this week was very well attended. Marianne Cone commented on the alternative transportation committee meeting where many good ideas were exchanged. Jim Hier reported on the HMBA meeting where construction projects and Strike the Motherlode holiday program were discussed. There are few vacancies on Main Street despite the exorbitant rental cost of $45/square foot. The Mayor reported that the Talisker task force met during the week and thanked MCHT who provided affordable housing information. He spoke with representatives of the Village at East Canyon Creek, an assisted living project at Kimball Junction, about using data collected by Park City on housing in a way that could be interpreted by readers as Park City lending support to the project which is untrue. The Mayor asked that the work session discussion next week on the police facility highlight the green building elements of the project as it is important for the City to set an example. He expressed concern about the addition of a new real estate office on Main Street and there was discussion about considering an ordinance prohibiting new real estate offices on Main Street similar to the one enacted by Aspen. It was decided to hold a work session on this topic.

Marianne Cone commented on the dog sled race, an event associated with Winterfest, and asked about the County's involvement with regard to staging and parking. There were significant traffic problems with cars pulling off the road and parking on the shoulders. She assumed that the City did not involve the County in the process. Tom Bakaly relayed that her questions will be addressed in next week's manager's report.

2. Legislative update. Gary Hill reported that HB6, utility improvement districts, was defeated at the House. The legislators took exception to the proposed amendment to eliminate the 2/3rds of residents petitioning the City and replaced with a resolution passed by Council, although this is the process for creating all other types of improvements districts. He discussed in detail other components of the bill which set forth flexibility in assessing costs, corrects inconsistencies, and clarifies regulations. It seems likely that HB109, sales tax on food, will not pass but its status will be clearer once there is more information on forecasted state revenues. HB147, sales tax distribution, is now officially opposed by the ULCT and it appears that it will not move

forward. HB162, transportation funding amendments, regarding appropriation of federal dollars, is likely to die.
Mr. Hill emphasized that he was pleased at the level of participation at the community meeting and how informed our citizens were on HB170. the sponsors have agreed not to pursue the bill but there will be substitute bills. He urged Council to adopt the resolution opposing the bill at tonight's meeting. SB267, property rights ombudsman, is fairly innocuous. There is language about processing planning decisions with *reasonable diligence* and annual accounting regarding impact fees by development which is already required by statute.

The Mayor discussed significant concerns on a proposal for a bill to diminish the ability for the public to initiate referendums. Gary Hill indicated that there is little information on this at this point. He clarified that the ombudsman was not a component of SB170. It provides for an independent party to render non-binding opinions on administrative land use decisions. In the event a planning project is litigated, the losing party is obligated to pay attorneys' fees and the bill has the potential of taking shape next week. Jim Hier stated that the word *ombudsman* suggests an advocate role, and he felt that *arbitrator* is the more appropriate terminology. In addition, to interject another process seems contradictory to the concerns of developers. Mr. Hill explained that the ombudsman is required to remit a decision within 15 days. The language will be tailored to specific instances where there can be an appeal. He discussed the political back-drop and process and clarified that the ombudsman would likely appoint the independent mediator.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 9, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 9, 2006. Members in attendance were Dana Williams, Marianne Cone, Roger Harlan, Jim Hier, and Joe Kernan. Candace Erickson was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; and David Maloney, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Myles Rademan announced upcoming events in Park City and Salt Lake City commemorating the 2002 Winter Olympic Games and invited the public to attend the Leadership 101 program next week.

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

The Mayor invited the audience to comment on any matter of City business. No input was rendered.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JANUARY 26, 2006

Marianne Cone, "I move we approve work session notes and minutes of the meeting of January 26, 2006". Jim Hier seconded. Motion carried.

Marianne Cone	Aye
Candace Erickson	Absent
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a plat amendment to the Snow Top Subdivision to amend plat notes #4 and #5 regarding the location of building pads and limits of disturbance on all lots within the subdivision, located on Snowtop Court, Park City, Utah **(motion to continue to March 16, 2006)** – The Mayor requested a motion to continue this item to the meeting of the 16th. Snow Top was initially recommended to be continued to March 2, 2006. Jim Hier, "I so move". Marianne Cone seconded. Motion carried.

2. Ordinance approving the Sky Lodge plat amendment and condominium plat located at 201 Heber Avenue, Park City, Utah – Planner Brooks Robinson explained that approval creates a 1.13 acre lot of record, a condominium plat with 22 residential units, and 25,495 square feet of gross commercial area. It also designates various easements and cleans up property lines. He recommended approval with replacement language to Condition No. 6. *The plat must be recorded with Summit County within one year of City Council final action or this plat and approval are void*. In response to a question from Jim Hier, Mr. Robinson clarified that the size indicated in Finding of Fact No. 7, is the size of the building drawn on the plat. Council member Hier expressed concern that numbers are consistent with Planning Commission approvals before anything is built. City Attorney Mark Harrington stated that the Planning and Building Departments have better coordinated their efforts to ensure that review is conducted. The Mayor opened the public hearing and with no comments, closed the hearing.

3. Ordinance approving the amendment to the Second Amended Larremore Subdivision Plat located at 730 and 733 Woodside Avenue, Park City, Utah – Planner David Maloney explained that two historic homes sit on each proposed lot and setbacks are met for both lots with the subdivision. The Planning Commission forwarded a positive recommendation on January 25, as outlined in the ordinance. In response to a question from the Mayor about public input, Mr. Maloney explained that he discussed the project with Gary Bush, adjacent property owner, but there were no formal comments made during the public hearing. He added that if there was public input at the Planning Commission level, it would appear in the staff report. The Mayor opened the public hearing and with no comments, closed the hearing.

VI CONSENT AGENDA

Jim Hier made grammatical corrections to the Resolution. Gary Hill explained the meaning of Finding No. 5 and felt that SB150 could significantly compromise long-term planning with general plans. The City Manager explained that the draft was provided by the ULCT, but modified by the City. Jim Hier asked that Finding No. 9 be added, *Inhibits Park City's ability to provide affordable housing*. Council accepted the modifications. Roger Harlan, "I move that we approve the Consent Agenda with amendments to Items 1 and 2 as discussed". Marianne Cone seconded. Motion carried

Marianne Cone	Aye
Candace Erickson	Absent
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

1. Resolution expressing strong opposition to Senate Bill 170, Land Use Amendments, and requesting that Utah State Senators and Representatives vote against this bill – See staff report, work session discussion and comments above.

2. Ordinance approving the Sky Lodge plat amendment and condominium plat located at 201 Heber Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance approving the amendment to the Second Amended Larremore Subdivision Plat located at 730 and 733 Woodside Avenue, Park City, Utah – See staff report and public hearing comments.

VII ADJOURNMENT

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

Prepared by Janet M. Scott

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 16, 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; and Gary Hill, Budget Manager; Lloyd Evans, Chief of Police; Colin Hilton, Economic Development Director; and Jonathan Weidenhamer, Planner

Russ Bachmeier and Eric Thompson, FFKR Architects

1. Council questions and comments. Candace Erickson reported on her trip to Lake Tahoe and the Friends of the Farm meeting. There have been requests to use the farm property for events and expanded use is an issue of discussion. She suggested that Council discuss the Farm and provide direction to the group. Jim Hier announced that he and staff met with a group interested in introducing a new film festival here in October. This event is much smaller than Sundance and he is very supportive of the concept. Marianne Cone commented on the flyer intended for Main Street merchants regarding unsightly trash dumped outside the dumpsters in Swede Alley and asked if there is a back-up plan. The City Manager stated that Jerry Gibbs is preparing a work session discussion on this problem and other aspects of trash. Ms. Cone felt something needs to be done sooner; the area is disgusting. The Mayor reported on a meeting with the ULCT and Wasatch County during the week. He pointed out that Park City is home to more Winter Olympians than any other community in the U.S. and read a letter of congratulations to gold medal winner Ted Ligety for the combined from our sister-city Courchevel. He proudly read a letter addressed to Chief Building Official Ron Ivie from the EPA informing Park City that it has archived the Silver Creek Tailings Site from its Superfund data base.

2. Legislative update. Gary Hill explained that SB170 has been significantly modified and now provides for noticing provisions and reporting on impact fees. The referendum bill will probably not move forward but may be studied this summer. SB268, property rights ombudsman, provides for an advisory opinion for a city, applicant, or third party with standing on an administrative decision on certain types of land use matters. He described the make-up of the board and the selection process. The impact of the advisory opinion is very limited and applies to collecting attorneys' fees, and the opinion is not admissible as evidence in an appeal or a dispute. In response to a question from Jim Hier, Gary Hill explained that there is a $150 filing fee but the program comes at a cost of about $300,000. Jim Hier pointed out that expanded noticing is a additional cost to cities and the City Attorney clarified if the zoning request is initiated by application, the applicants pay the noticing costs. Mr. Hill continued to report that the utility improvement district bill has been amended to clarify inconsistencies with other statutes and provides a fairer way to assess properties. The same standard of petition requiring 2/3rds of the property owners' consent is maintained. Removing sales tax on food is not gaining momentum. HB147, the redistribution of sales tax on a county basis, will die this session and the transportation funding amendment looks unlikely to succeed this year. HB38, water reuse requirements, is a big deal because it allows us to have a regional water system. Candace Erickson noted that some water leases specify no reuse, and Mr. Hill stated he will explore this will the Legal Department. The ground water management plan has passed in the House and is now in the Senate. SB74 will create a task force to study competition of private and public recreation facilities. This is the third time this has been studied and funded at $200,000 to $300,000. In response to a question from Marianne Cone, he discussed school district and trails legislation. Mayor Williams acknowledged that SB268 is less offensive to cities than SB170, but it adds a higher level of bureaucracy to the planning process. Candace Erickson pointed out that this may prompt mediation between the city and the applicant, as opposed to litigating. Gary Hill explained that the City has not taken a position on SB268 because the language was not finalized. The majority of Council members agreed that the City should oppose the bill.

3. Police facility update. Colin Hilton explained that Council provided direction to proceed with designing a facility at the Snow Creek parcel. The initial schematic design was modified because of budget constraints, but sustainability options are incorporated. Although they add costs, it is an important goal of the City. There were challenges fitting the facility on the site and the projection for the original design was in excess of $7 million while there is $3.6 million budgeted. The project has been significantly scaled back and estimates refined, resulting in an estimate of $4.95 million ($4.2 million for construction and $750,000 for soft costs).

Chief Lloyd Evans referred to the space needs study conducted in 2004 with the goal of identifying needs 20 years out. The police department now operates in 12,500 square feet and to meet expansion in the future, 22,000 square feet is recommended. There was discussion of maintaining the police presence in the downtown area, but there are growth restraints at that location and the 2.7 acre Snow Creek site was selected. However, this site is also a challenge because of the 100 foot frontage protection zone setback and utility easements. Chief Evans stated that the schematic design focuses on functionality, centralization and expandability. Representatives from FFKR displayed renderings and discussed considerations in bringing project costs down from $7 million to $5 million. Architect Russ Bachmeier explained that in consideration of the 100 foot setback requirement, post office and utility easements, and the wetlands, it was decided to not modify the access road constructed for the post office. He pointed out circulation and parking, emphasizing that police needs two accesses to function. Not creating another access from SR224 and minimizing access from Snow Creek were two important planning principles.

Architect Eric Thompson stated that in an attempt to decrease costs, underground parking was eliminated, representing about $500,000. The front meeting room was decreased by about half of the square footage, reducing parking requirements. Costs can be further reduced by not selecting more expensive finishes, i.e., stone, heavy timbers, etc. He suggested using higher quality finishes on the front of the building and other applications on the less prominent sides. Marianne Cone expressed concerns about compromising the look of a very visible public building, acknowledging that cost is a consideration. Mr. Hilton referred to the McClaren space needs study in response to a question from Roger Harlan about meeting industry standards. Chief Evans added that the study forecasts the growth of the Department over 20 years. He pointed out that about 4,800 square feet is needed for storage and equipment. Colin Hilton stated that the Planning Commission has provided feed-back on the site plan and materials and will staff be returning with updated information.

He explained that this is before Council today because the schematic design is complete with cost projections. In order to move onto the next level of design, he felt it important to discuss sustainability options. The $3.6 estimate two years ago contemplated a downtown facility with parking costs covered in the parking structure budget. Hiding parking at the Snow Creek site came at a cost of $500,000 while surface parking is estimated at $100,000. The Snow Creek design is larger than the downtown model by about 5,000 square feet, representing $750,000 in construction costs. Aesthetic elements like the stone, glazing, and timbers add another $350,000 to $400,000, but the most staggering increase comes from the construction industry at 10% to 15% annual increases, representing $635,000. He stated that staff felt it important to share this information with Council at this time to determine sustainability features. He referred to his staff report, specifically the LEED's rating system and pointed out the options included in the base budget. Achieving the base LEED certification level of 26 points, is estimated at $200,000 and there are other tiers, ranging from Silver, Gold and Platinum ($400,000 and $500,000 for Silver and Gold).

Mayor Williams believed it important to incorporate green building components as a matter of public trust, which can be accomplished without subscribing to the LEED system. Mr. Hilton explained that the project team recommends investing on features that reduce the operating cost of the police facility and show a return in the future, i.e., smart lighting, windows, etc. He asked if Council prefers to set a fixed amount toward green application or participate in the LEED system which includes administrative costs for tracking and inspection. Staff believes the solution is using the LEED rating system internally but not formally enrolling in the program. There aren't many communities committed to the LEED approach and Mr. Bachmeier discussed his office building project in Salt Lake City, which could probably qualify for a silver rating. However, there are associated costs with the LEED certification process and the benefit needs to be evaluated against added expenditures. The Mayor interjected that these dollars would be better spent funding additional green elements. Candace Erickson urged Council members to decide on an allocation, and referred to donations for public art. She felt that investing in solar applications or efficient window systems seems appropriate because there is a return to the taxpayer in future savings. Mayor Williams expressed that it is not important to him to participate in the LEEDS program. Jim Hier agreed with Ms. Erickson's comments about promoting energy efficiency and recommended a 5% allowance for environmentally friendly elements and felt that the design team should determine those components. Marianne Cone agreed and indicated her support for passive solar. She suggested 4% with 1% for public art.

Candace Erickson expressed concern about the look of fencing around the parking lot and her preference to hide the parking entirely to the point of putting it underground. Mayor Williams asked if the surface parking meets projected needs. Mr. Bachmeier responded that the number of spaces meets the minimum for the zone and it is anticipated that the majority of parking is short-term. Jonathan Weidenhamer added that the reduction in square footage for the meeting room decreased parking requirements by about 30% and there was discussion about the change in elevation on the site and proposed landscaping which will screen surface parking from SR224.

With regard to compromising on the selection of finishes, Roger Harlan stated that the public will expect an aesthetically pleasing facility. Colin Hilton explained that the designers concentrated on the most visible side at the front of the building. He emphasized that if Council is supportive of under-grounding parking, staff needs to know now in preparation of the budget and bidding processes. Joe Kernan believed that the police facility needs to be reviewed in tandem with other capital projects to make a sound decision. He strongly felt exterior finishes should be authentic and agreed with Council member Cone about the allocation of 1% for art. Mr. Weidenhamer indicated that the amount of material has been reduced but not the quality. Ms. Erickson expressed that she will be satisfied if the parking is screened from SR224 and suggested that the police facility is compatible with the post office building but unique in its own design.

It was the consensus of Council to advance to the next design stage, but members were divided on the 1% contribution toward public art. Colin Hilton advised that the public art component can be defined during the budget review.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 16, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 16, 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; Jonathan Weidenhamer, Planner, Eric DeHaan, City Engineer; and Kathy Dunks, Water Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Parking structure project - Colin Hilton stated that the parking structure will be partially opened tomorrow afternoon and planning a formal grand opening is underway. Jim Hier suggested that the HMBA is notified and involved in the celebration.

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

Diebold voting machines – Kathy Dopp, election reform enthusiast, distributed a packet of information on the selection of the Diebold voting machines by Lt. Governor Gary Herbert. There is $500,000 identified in the contract earmarked for promoting these machines to the public, which she questioned as an appropriate use of HAVA funding. She emphasized the 1,000% increase in maintenance costs experienced by Maryland when switching to this system and also false representations by Diebold about doing business in number of offices throughout the state. Ms. Dopp urged Council to adopt a resolution in support of a new senate bill, introduced by Senator Scott McCoy, which would require routine mandatory independent audits of vote counts. Mayor Williams stated that staff will follow-up at the legislature. Ms. Dopp emphasized that there are measures in many industries and it is time to make sure that our votes count.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF FEBRUARY 2, 2006

Roger Harlan, "I move that we approve the work session notes and minutes of the meeting of February 2, 2006". Jim Hier seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a final condominium record of survey plat for The Moose Residences located at 1499 Park Avenue, Park City, Utah – Jonathan Weidenhamer, Planner, explained that approval will accommodate the individual sale of units. In response to a question from Marianne Cone, Mr. Weidenhamer explained that there is no additional open space donation, but there are public improvements like sidewalks

and an ADA unit. The Mayor opened the public hearing, and with no comments, closed the hearing.

2. Ordinance amending Title 11, Building and Building Regulations, Section 11-16-6, basis for establishing the areas of special flood hazard, of the Municipal Code of Park City, Utah – Eric DeHaan explained that approval will result in adopting revised flood insurance rate maps. FEMA expanded the flood hazard area within Park City which the City opposed. As a result, a consultant was hired to work with staff to analyze the data in the flood hazard report, which is an update from 1987. Flood insurance is required for all Fanny Mae or Freddie Mac mortgage holders and he pointed out some flood mitigation measures integrated into various developments. Candace Erickson asked that property owners who have been removed from the hazard area be notified that flood insurance is no longer necessary. Eric DeHaan explained that very few properties have been removed. Park Meadows was arbitrarily added and was never on the 1987 map, but removed after our objections. The properties on the west side of Main Street have been removed and those owners can be contacted; maps are available at City Hall and the Library. There was no public input rendered and the public hearing was closed.

VI CONSENT AGENDA

Candace Erickson, "I move to approve Consent Agenda Items 1, 2 and 3". Jim Hier seconded. Motion carried unanimously.

1. Ordinance approving a final condominium record of survey plat for The Moose Residences located at 1499 Park Avenue, Park City, Utah – See staff report and public hearing.

2. Ordinance amending Title 11, Building and Building Regulations, Section 11-16-6, basis for establishing the areas of special flood hazard, of the Municipal Code of Park City, Utah – See staff report and public hearing.

3. Acceptance of Mayor and City Council disclosure statements for 2006 in the Official Minute Book – See staff report.

VII NEW BUSINESS

Authorization to City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI Inc for the construction of the Park Meadows Well Treatment Facility in an amount not to exceed $392,123 – See staff report. Kathy Dunks reported that this is the last contract for this project and the well is expected to be operational by May 1. In response to a question from Candace Erickson, Ms. Dunks explained that construction will comply with the City's hours of operation and will have minimal impacts to residents, especially compared to the installation of the pipe line last summer. Jim Hier, "I move we authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI Inc for the construction of the Park Meadows Well in an amount not to exceed $392,123". Joe Kernan seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present for a portion of the closed session was Tom Bakaly, City Manager. Candace Erickson, "I move to close the meeting to discuss personnel ". Joe Kernan seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott

City Council
Staff Report

Author:	**Jerry W Gibbs**	**Public Works**
Date:	**March 2, 2006**	
Topic:	**2006 Water Strategic Plan**	
Type of Item:	**Adopt a Resolution**	

RECOMMENDATION:

- Adopt by Resolution the 2006 Water Strategic Plan.

BACKGROUND:

In the early years, Park City depended on water rights obtained from United Park City Mines to use water from the Judge Tunnel and Thiriot Springs. In the late 70's a developer drilled the Park Meadows Well and transferred already approved exchanged water rights to the city to offset the anticipated water demands. Unfortunately, the well interfered with a spring and the city entered into its first water agreement (1984 Stipulated Agreement).

In 1988 the Treasure Mountain Middle School Well (TMMS) was drilled to meet increased demands caused by an extended drought and the "sodding" of Park City. The natural look of scrub oak and sagebrush was no longer desirable. City projects were no exception. Rain Birds became as plentiful as magpies. By the mid 90's the peak day during the summer soared to almost 9 million gallons per day (MGD).

The full capacity of Park City's water sources were needed to meet summer water demands. The allocated water rights in the TMMS well were exceeded. Park City began an effort to acquire "gold standard" water rights of 1865 priority or earlier. Efforts began to expand our source capabilities. Since 1992, Spiro culinary water was doubled, the Divide Well was developed and a long term water lease from the Jordannelle Special Service District was approved.

From 1970 thru 1999 State water policy remained virtually unchanged. Municipalities took "haircuts" on their water rights and were able to use year around without regard to priority dates. The State Engineer in the 70's determined no new water would be appropriated and exchanges to wells would be limited to 1 acre-foot. (An exchange is made from a surface water source to a ground water source. The theory is the surface water will be allowed to flow unimpeded while the groundwater is being removed by an equal volume.) In 1999, the State Engineer no longer allowed paper water rights to be moved into wet water sources. The playing field began to change when a new State Engineer in 2003 began cutting water rights in accordance to State Law based on their priority dates and no longer followed the administrative policies and practice of former State Engineers.

Conservation efforts have shown to be effective in reducing the peak summer day to 7.5 MGD during an extended drought period. However, last years wet winter, an extended spring and 20% user rate increase did not deter a 1 MGD increase in the 2005 peak summer demand. Increased flows in Thiriot Springs were sufficient to offset the impacts of increased demands.

ANALYSIS:

A SWOC Analysis (Strength, Weakness, Opportunities, Challenges) is a useful tool to help develop a strategic plan. Strength and Weaknesses are internal to our organization while Opportunities and Challenges are external to the City. The SWOC analysis for water illustrates the framework that was used to develop the 2006 Water Strategic Plan. Staff believes that each of the items in the SWOC are addressed in the Strategic Plan.

Strengths	**Weakness**
• Financial – Impact Fees, User Fees • Multiple water sources • Conservation friendly ordinances • Metering	• System complications makes it operationally vulnerable, e.g., power failures. • Lack of interconnects between Water Providers • Dependency on Tunnel sources • Pre-2004 Water Agreements • Not Reading all meters year around • Aging and undersizing of pre-1980 water infrastructure
Opportunities	**Challenges**
• Education, conservation • Acquiring additional wet water • Federal Funding • Geographical location of being at the top of the drainage	• A change in the interpretation of pre-2004 Water Agreements, • Early priority downstream water rights holders, • Other Basin Water Providers, etc. • State Engineer actions • Shortage of Qualified Miners in Utah • Viable (quantity & quality) stream flows • Homeland security requirements • Evolving Water Quality Standards • Conservation impact on operating revenues

The 2006 Water Strategic Plan is divided into four areas. The *Mission Statement* expresses the Department's overall purpose supporting the City Council's goals. The *Topics* are the major areas of concern, presented in order of priority according to Staff's opinion. The *Objectives* represent medium to long-term goals. The *Strategies/Policies* identify guidance on how action plans will be addressed to achieve Objectives.

The adoption of a Water Strategic Plan would:

- Serve as a framework for decisions
- Provide a basis for more detailed planning
- Provide a roadmap for design and implementing program activities
- Assist in developing bench marks and performance monitoring
- Stimulate change
- Allow managers to think strategically and act operationally

Staff is committed to meet with the City Council Liaisons twice monthly to discuss status of action items, prioritize areas of concerns and provide quarterly updates to all City Council Members. The Strategic Plan will be a dynamic document and reviewed at least annually.

Department Review:

This staff report has been reviewed by The City Manager's Office, the City Attorney's Office, and Public Works.

Alternatives:

A. Approve the Request:
The Mayor and Council should adopt resolutions approving the 2006 Water Strategic Plan. This is Staff's recommendation.

B. Deny the Request:
This has the same effect as to do nothing. Staff does not recommend this alternative.

C. Continue the Item:
Council could continue this item. Staff does not recommend this alternative.

D. Do Nothing:
Council could do nothing. This alternative would have the same effect as Alternative B. Staff does not recommend this alternative.

Significant Impacts:
A strategic plan will outline:

- Parameters to address action items or issues and prioritize each
- More efficient use of resources
- Guidance to critical water negotiations
- Long-term financial health
- Levels of cooperation with other water providers in the Basin
- Commitment to water quality and quantity
- A commitment to inform our citizens.

Consequences of not taking the recommended action:

No plan would require staff to interpret Council's long-term goals. The opportunity would be greater to disagree with results and how they were achieved. Staff may be reluctant to aggressively pursue strategies. Planning efforts would most likely be budget to budget

RECOMMENDATION:

- Adopt the 2006 Water Strategic Plan

Resolution No.

RESOLUTION ADOPTING A WATER STRATEGIC PLAN FOR PARK CITY, UTAH

WHEREAS, The Park City Water's Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow;

WHEREAS, the City Council has determined that it is in the public's best interest to have a strategic plan to communicate the Objectives, Strategies, and Policies the for Park City Water Service District will Water to follow to meet the mission; and

WHEREAS, the City Council has determined it is in the public's best interest to have a strategic plan to guide decision making regarding Objectives, Strategies, and Policies the for Park City Water Service District willto follow to meet the mission.

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

SECTION 1. STRATEGIC PLAN. Park City adopts the "PARK CITY MUNICIPAL CORPORATION WATER STRATEGIC PLAN" as attached hereto as Exbibit A.

This Resolution hereby constitutes public notice that the Objectives, Strategies and Policies listed herein are intended to guide decision making for water action plans, and the City Council may meet in closed session as allowed by state law to discuss the best possible terms of potential property purchases or leases or pending or imminent litigation related to certain objectives.

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

PASSED AND ADOPTED this second day of March, 2006.

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic: Water Rights, Leases & Agreements	
Objectives:	**Strategies/Policies:**
• Maximize existing water rights & leases • Minimize legal exposure to priority downstream water right holders • Minimize the impact and influence caused by early priority water rights in East Canyon and Silver Creek Drainages • Mitigate or eliminate obligations from pre-2004 water agreements • Develop long-term wet water supplies for tunnel source redundancy.	• Actively develop action items to mitigate obligations through cooperative efforts or up to and including condemnation • Practice reasonably frequent communications with State Engineer • Lease excess water to other Basin Water Suppliers when necessary • Secure at least 2700 g.p.m. capacity and the associated volume to deliver additional water

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic:	**Source**
Objectives: • Support cooperation of regional strategy for providing water to Park City and the Snyderville Basin. • Ensure adequate water supply for projected Park City build-out. • Support development of Integrated Management of City and Basin Resources • Maximize efficient use of existing City sources	**Strategies/Policies:** • Maximize the availability of Park City's water from the Rockport Importation project • Provide and maximize source redundancy • Keep the Water System Master Plan current. • Maintain tunnel sources to enable maximum source delivery. • Support the long term viability of East Canyon Creek and Silver Creek • Protect identified source protection zones per the Source Protection Plan • Balance off peak source flows with peak demands. • Develop wet water in excess of projected build out to ensure tunnel source redundancy

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic:	**Financial Stability**
Objectives: • Ensure Water fund has sufficient financial resources to cover cost of ongoing operations and maintenance, required improvements, capital renewal programs and economic contingencies. • Maintain A+ or above bond rating. • Ensure growth impacts are financed through impact fees.	**Strategies/Policies:** • Update user fees and impact fees annually to meet bond coverage, operational, and capital requirements. • Minimize the use of water impact fee waivers. • Bill all metered water use • Effective operations and capital cost management • Aggressive pursuit of Federal and State financial assistance • Maintain minimum of 1.2 times annual operating budget in fund reserve. • Financially contain all operating and capital plans before implementation. • Allocate impact fees by service areas. • Lease excess water

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic:	**Water Quality**
Objectives: • Improve resident knowledge in Park City's water quality • Ensure public health and safety is protected through quality water. • Continue to improve East Canyon and Silver Creek Watershed • Protect existing water sources	**Strategies/Policies:** • Meet or exceed all federal and state drinking water requirements. • Develop and implement public communication/PR plan for water quality issues. • Compliance with source protection plan. • Incorporate watershed protection in project planning, where applicable

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic: Infrastructure	
Objectives: • Maximize useful life of all water infrastructure • Follow Master Plan in constructing identified improvements • Support water conservation • Protect Water Infrastructure through appropriate security measures • Maximize operational efficiency	**Strategies/Policies:** • Implement Capital Facilities Plan. • Account for all water use • Minimize loss of service due to extended power outage • Compliance with Homeland Security Act • Develop and Implement Infrastructure Replacement & Renewal Plan • Make operational efficiency a goal in new infrastructure design and existing operational practices.

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic: Water Conservation	
Objectives: • Promote the conservation of Park City's water resources • Mitigate summer and winter peak day water use	**Strategies/Policies:** • Maintain an active water conservation program with emphasis on communications, user rates to encourage conservation and impact fee reductions for drip irrigation. • Provide education and outreach to members of the public on water conservation issues • Partner with Community groups on Water Conservation issues. • Monitor consumption.

Mission Statement: The Park City Water Service District mission is to provide service in a cost effective and environmentally sensitive manner to our community that promotes a reasonable cost for safe, clean, healthy, fresh water for culinary needs, 24 hours a day, Today and Tomorrow.

Topic: **Customer Service/Outreach**

Objectives:	Strategies/Policies:
• Provide a consistent, high level, professional and courteous service to our customers. • Provide outreach and leadership on water quality related issues • Use new technologies that seek to promote: o Improved services to customers. o More timely data collection. o More efficient manpower utilization.	• Respond in a timely manner related to inquiries or expressions of concerns to water quality matters • Stay current on new technology to improve level of customer service

City Council
Staff Report

Author: Alison Butz
Subject: Environmental Initiatives
Date: March 2, 2006
Type of Item: Administrative

Special Events and
Facilities Department

Summary Recommendations:
Review the proposed Environmental Initiatives and consider adopting a resolution outlining Park City's environmental goals, policies and strategies.

Description:
Topic:
Review the proposed environmental initiatives confirmation of goals, policies and strategies.

Background:
In 2003, as part of the Wind Power Resolution, the City Council announced a new mission statement towards becoming a sustainable community. While the Wind Power purchase was not the first effort Park City put towards environmental or conservation efforts, it initiated Staff into listing all past and current efforts together. Council and Staff have kept the word "sustainable" in mind when looking at City construction projects and other efforts.

For the most part, these efforts have focused on the environmental component of sustainability – commonly referred to as "green building". During the 2006 Council Visioning Session, Council broadened the City's vision of sustainability to recognize the interdependence of the environment, economy and community.

While Council broadened their definition of Sustainability, they also agreed to focus on the importance of environmental initiatives for the community as a distinct element. Many of the City's current programs have come about due to other needs, such as the City's transit system and other have been brought to our attention through various community groups, such as the green building initiative.

In 2004, the City gathered a group of community leaders in environmental initiatives and began discussions on what is currently being done in the community. By facilitating those discussions, the City encouraged those efforts.

Staff proposes working with Council and community groups to develop an overall action plan for the City's environmental policies and strategies.

Analysis:
Staff has added additional goals and strategies since the visioning session in January. The additional items are as follows:
Goals

- Mitigate historic mining impacts to avoid regulatory scrutiny
- Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed

Policies and Strategies

- Continue to fund and administer the Environmental Management System
- Encourage property owner use of the top soil assistance program
- Improve City input to watersheds
- Meet regulatory requirements for the conservation reserve program and storm water management program
- Comply with federal and state environmental laws

These additions were added after discussions with Jeff Schoenbacher, Park City's environmental specialist. The added items are current activities and practices that would be memorialized within our plan.

Staff requests that Council review the proposed Vision, Goals and Policies and to discuss, suggest any modifications to them and consider adopting the attached resolution. Additionally, it would be extremely helpful to categorize the eventual list of goals into:

A. Top Priority Goals
B. High Priority Goals
C. Other Priority Goals

Upon formalizing this section of the Plan, Staff then suggests use of community resources to take the steps of selecting the most effective strategies and projects to move on.

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

Goals

- Encourage best available green building practices for city and private development
- Balance cost of environmental initiatives with other funding priorities
- Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
- Increase recycling levels in City operations and in the community

- Continually improve the efficient use of all energy resources in order to ensure a future with a secure and sustainable energy supply
- Look to increase the amount of clean and renewable energy purchased and utilized
- Enforce existing land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities
- Mitigate historic mining impacts to avoid regulatory scrutiny
- Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed

Policies and Strategies

- Continue to educate ourselves on concepts and best practices in environmental initiatives through conferences & seminars
- Co-sponsor & promote educational programs
- Support Recycle Utah in their effort to obtain 5 tub grinders for construction and yard waste
- Encourage increased transit use, with new service in the County
- Support discussions for transit options between Park City and surrounding areas.
- Target a location for a Park and Ride lot and investigate alternative transportation options from the lot
- Review and discuss bio-diesel program for City Fleet Vehicles
- Initiate discussions with local suppliers to provide bio-diesel fuel to the Park City community
- Promote use of bio-diesel fuel to other businesses with fleet vehicles
- Launch an employee education program including anti-idling messages
- Continue to fund and administer the Environmental Management System
- Encourage property owner use of the top soil assistance program
- Improve City input to watersheds
- Meet regulatory requirements for the conservation reserve program and storm water management program
- Comply with federal and state environmental laws
- Support Leadership Class as they encourage developers, builders, and all stakeholders to become more aware of the positive aspects of "Green Building
- Encourage & monitor the sustainable activities of other non-profit, business and governmental organizations
- Pursue model environmental sustainability projects that are working symbols of the city's commitment
- Encourage year-round community water conservation programs
- Pursue open space protection opportunities
- Enhance current trail system and identify new trail opportunities

Updates as to the progress of the strategies and initiatives would come to the City Council twice a year. A follow-up to Council as to the strategies and projects being acted upon would occur sometime in November or December.

During visioning Council suggested an update to the General Plan as the formal adoption of the environmental initiatives. The intent of the Environmental element in the General Plan is to recommend methods to preserve, enhance and protect the natural features and the aesthetic qualities they provide to residents and visitors.

When the Planning Department last went to the Council to prioritize the General Plan updates and execution of Stantec's contract, the Environmental Chapter was not identified as a priority. Staff recommends that in the event Council wants to make formal amendments to the general plan, that it be added to the work Stantec is completing.

Significant Impacts:
Outlining the City's environmental vision and goals provides an outline to focus staff efforts and evaluate requests and proposals.

Department Review:
All applicable departments have reviewed the proposed Environmental Initiatives and their comments have been incorporated within the report.

Recommendation:
Review the proposed Environmental Initiatives and consider adopting a resolution outlining Park City's goals, policies and strategies.

Attachments:
Exhibit A – Resolution

Resolution No. 06-

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

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

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

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

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

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

SECTION 1. GOALS.

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

SECTION 2. STRATIGIES AND POLICIES.

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

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

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

Passed and adopted this 2nd day of March 2006.

City Council
Staff Report

PUBLIC WORKS

Author:	**Kathy Dunks**
Subject:	**BOOTHILL PUMP STATION DESIGN CONTRACT**
Date:	**March 2, 2006**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Bowen, Collins, and Associates, for the design of the Boothill Pump Station in an amount of $132,087.

Description:

Topic:
Boothill Pump Station Design.

Background:
The Boothill Pump Station is the next step in a multi-step system upgrade. Last summer new pipelines were installed on Boothill from the Park Meadows and Divide Wells to the new valve vault on Boothill and another pipeline was constructed from the vault to Monitor Dr. These pipelines were needed to facilitate chlorine contact time for the Park Meadows well treatment, to improve blending options for Spiro water, increase fire flow protection to Park Meadows & Prospector areas, and provide a transmission line for the new pump station.

This summer, the new 2 million gallon underground storage tank (reservoir) is scheduled to be constructed next to the existing Boothill tank and will be tied into the new valve vault. The pump station is also scheduled to be constructed this summer at the base of Boothill, north of the eastern corner of the cemetery, behind the Boothill Condos. The next and final step will be to build a new transmission line from Monitor Dr, across Kearns, up Bonanza to Deer Valley Drive, Deer Valley Drive to about 11^{th}, across City Park where it will be tied in with the transmission line that extends from Woodside. The transmission line will not be constructed until at least 2008, depending on funding.

Once the tank, pump station, and transmission line are constructed, the pump station will be able to provide source redundancy to Old Town and Lower Deer Valley, and will be a primary way of providing water to the Empire Pass area.

For the design of the pump station, a Request for Proposal (RFP) was advertised in the Park Record and Salt Lake Tribune. Eighteen RFP's were solicited primarily by engineering firms, but also by a few bidding agencies. Of the eighteen solicited, five proposals were received. Stantec, Hansen, Allen & Luce, Psomas, Bowen, Collins, & Associates, and Epic Engineering are the firms that submitted proposals. A review committee consisting of the Deputy Public Works Director, Water Department personnel, City Engineer, and an outside Engineering Consultant (who did not propose on the project), reviewed the proposals and evaluated each based on a set of criteria established in the RFP.

Analysis:
The City's purchasing policies exempts professional service contracts from any requirement for competitive bidding. According to this policy contractors are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The following weighted criteria were used in evaluating each firm:

- Project Approach/Understanding (35%)
- Timeliness/Schedule (15%)
- Project Team Experience in design and construction of pump stations (25%)
- Project Team knowledge of system (5%)
- Ability to stay on time and w/in budget (5%)
- High Level of Customer Service/References (7.5%)
- Fee Proposal (7.5%)

Each member of the selection committee scored each of the firms under each of the criteria. From each member's scoring, definite patterns emerged as to which firm was the highest ranked. In the end, five out of the seven members ranked BC&A the highest. After discussion, a vote was held and it was unanimously agreed to recommend BC & A.

Staff has negotiated the fine-tuning of the Scope of Work and fee for the design with BC&A. This is included as Exhibit A in the Professional Services Agreement and is an amount of $132,087. Staff feels that the fee is usual and customary with projects of this type and scope.

The design and construction of this project is being funded with a Permanent Community Impact Fund Loan. The same loan is funding the Park Meadows Well Treatment Facility and the new Boothill Tank construction. The loan cannot close until construction bids are received for the projects. Therefore, timing is of the essence on this project as the Park Meadows Well Treatment Facility has already bid and the Boothill Tank is scheduled to bid in five weeks. The pump station will be the project controlling the timing of the closing of the loan.

Department Review:
This staff report has been reviewed by Public Works, Legal, and City Manager.

Alternatives:

A. Approve the Request:
Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Bowen, Collins, and Associates, for the design of the Boothill Pump Station in an amount of $132,087.

B. Deny the Request:
Council could deny Staff's request. Denying the request would delay the design of the time-critical project as described above.

C. Continue the Item:
Council could continue the request. Continuing the request would delay the design of the time-critical project as described above.

D. Do Nothing:
Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project as described above.

Significant Impacts:
The design and construction of this project is being funded with a Permanent Community Impact Fund Loan. The same loan is funding the Park Meadows Well Treatment Facility and the new Boothill Tank construction. The loan cannot close until construction bids are received for the projects. Therefore, timing is of the essence on this project as the Park Meadows Well Treatment Facility has already bid and the Boothill Tank is scheduled to bid in five weeks. The pump station will be the project controlling the timing of the closing of the loan.

Recommendation:
Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Bowen, Collins, and Associates, for the design of the Boothill Pump Station in an amount of $132,087.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ________________, a Utah corporation ("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 perform the services and/or tasks set forth in this Agreement.

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"). The total fee for the Project shall not exceed **($132,087) One hundred thirty two thousand eight seven Dollars**.

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

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

C. For all ‘extra’ work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B” or if none is attached, as subsequently agreed to by both parties in writing.

D. 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. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

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 Provider’s 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 Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the 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 Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. <u>INSURANCE</u>.

The Service Provider 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 Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing: (*amend the following insurance requirements as applicable*)

A. 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.

B. 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.

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.

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider’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.

9. <u>TREATMENT OF ASSETS</u>.

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.

A. 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.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

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.

Exhibit A

TABLE 1 - COST PROPOSAL
Park City Municipal Corporation
Boothill Pump Station

	HOURLY LABOR BREAKDOWN	OFFICE		ENG TECHS			ENGINEERS								TOTAL	TOTAL
TASK	TASK DESCRIPTION	OFFICE	EDITOR	TECH 3	TECH 4	TECH 5	ENG 1	STRUC	ELEC	LAND	ARCH	PM/PE	SENIOR	QA/QC	HOURS	COST
		Tronrud	Webb	Colosimo	Baucom	Garcia	Chandler	Roblez	Kovalenko	Erickson	Thallman	Campbell	Mayers	Collins		
1	Preliminary Design															
1A	Mapping and Survey				2							2			4	$316
1B	Geotechnical Study											2			2	$160
1C	Site Drainage and Waste Design	2			2							4	2		10	$786
1D	Hydraulic Modeling	2										16		2	20	$1,638
1E	Surge Analysis	2			2		16					16		2	38	$2,754
1F	Mechanical Pre-Design	2					16					8	4	2	32	$2,378
1G	Building Sizing, Struc, Arch, HVAC, Site	2			2	4	8	4			4	8	4	2	38	$3,154
1H	Noise Evaluation											10	2	2	14	$1,268
1J	Electrical, Telemetry & Control Pre-Design	2			8				12			4	2	2	30	$2,448
1K	Land Use Permits	2			4					16	16	8		2	48	$4,590
1L	Life Cycle Cost Analysis	2										10	2	2	16	$1,368
1M	Pre-Design Report	2	6		4	4	8					12	4	4	44	$3,388
1N	50% Design Submittal		16	100	100		10	8	8	8	8	20	4	4	286	$20,800
1P	Pre-Purchase of Equipment		8									20			28	$2,000
2	Final Design															
2A	Final Design	4	30	100	100		30	10	30	20	40	80	8	8	460	$35,012
2B	Permitting	2	8									24		4	38	$2,936
2C	Value Engineering/Constructibility Review	4	6	20	20		8	2	5	4	6	20	4	4	103	$7,886
3	Bidding Services	4	8									30		4	46	$3,516
4	Services During Construction	4	30					8	20	8	12	70	4	4	160	$12,636
5	Post Construction Services	4	32		32							40		4	112	$8,012
	TOTAL HOURS	40	144	220	276	8	96	32	75	56	86	404	40	52	1529	$117,046
	Billing Rate	$50.00	$50.00	$60.00	$78.00	$75.00	$60.00	$100.00	$78.00	$105.00	$100.00	$80.00	$105.00	$129.00		
	TOTAL LABOR COST BY LABOR CATEGORY	$2,000	$7,200	$13,200	$21,528	$600	$5,760	$3,200	$5,850	$5,880	$8,600	$32,320	$4,200	$6,708		$117,046
	EXPENSES															
		Total														
	PRINTING & REPRO	$500														
	COMPUTER/COMMUNICATION	$9,174											TOTAL LABOR			$117,046
	FLEET VEHICLE	$1,000														
	MISC	$500														
	Subconsultant - Survey	$2,500														
													TOTAL EXPENSES			$15,041
	EXPENSE MARKUP (10%)	$1,367											TOTAL PROJECT			$132,087
	TOTAL EXPENSES	$15,041														