PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 12, 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, January 12, 2006.

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

Work Session – City Council Chambers

4:00 p.m. Council questions/comments
4:15 p.m. Recycle Utah update – Director Insa Riepen
4:30 p.m. Quarterly goal update
5:30 p.m. Meeting:questions and comments
5:50 p.m. Break

6:00 p.m. **Swearing-in Ceremony**
The Honorable Dana Williams, Roger Harlan and Jim Hier
Color Guard – Park City Troop #3072
Oath of Office – Judge Robert Atkins

Regular Meeting – City Council Chambers

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 DECEMBER 8, 2005 AND DECEMBER 22, 2005

V CONSENT AGENDA

1. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2006

2. Professional services agreement with Stantec Consulting for the Boothill Tank final design, bidding and construction administration in an amount not to exceed $33,000, in a form approved by the City Attorney

VI RESIGNATIONS AND APPOINTMENTS

1. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

2. Appointments of two members and an alternate to the Employee Transfer and Discharge Appeals Board

3. Resolution establishing the United Park City Mines Company/Park City Mountain Resort Ski Lease Lands Annexation Task Force

VII NEW BUSINESS

1. Professional services agreement with I-D Electric Inc for electrical contractor general services for a term of three years and in an amount not to exceed $90,000, in a form approved by the City Attorney

2. Procurement agreement with Trojan Technologies for the acquisition of the Park Meadows Well UV disinfection system in the amount of $93,800, in a form approved by the City Attorney

3. Service provider agreement with Tyler Technologies for services related to the software system replacement in the amount of $771,413, in a form approved by the City Attorney

VIII ADJOURNMENT

The Park City Water Service District, Redevelopment Agency and Municipal Building Authority will convene to approve Resolutions adopting regular meeting dates for 2006.

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 MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 12, 2006

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 9, 2005

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2006 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority

V ADJOURNMENT

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 12, 2006

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF AUGUST 25, 2005

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2006 meetings and appointing officers of the Board of Directors of the Park City Redevelopment Agency

V ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 12, 2006

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 13, 2005

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2006 meetings and appointing officers of the Board of Directors of the Park City Water Service District

V ADJOURNMENT

PARK CITY COUNCIL
SUMMIT COUNTY, UTAH
JANUARY 17 – 19, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, January 19, 2006. The City Council will be conducting its annual workshop at The Hotel Park City on Tuesday, January 17, 2006 and will be spending a day at the State Capitol on Wednesday, January 18, 2006.

Posted: 01/09/06
See: parkcity.org

MEMO

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To: **City Council**
From: **Tom Bakaly, City Manager**
Subject: **2005 Council Goals Update**
Date: **January 9, 2006**

On January 12, 2006, we have scheduled time in work session to review City Council goals and action items. We wanted Council to have an opportunity to review progress prior to the Visioning workshop on January 17th. At that workshop, we anticipate a discussion about liaison roles, as well as a reassignment of the items that were assigned to Kay Calvert.

Attached is the latest quarterly summary of action on Council goals for the period of October 2005 – December 2005. We continue to tentatively add (in bold) new action items to your goal status report based upon individual input from Council members, the Mayor and staff.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. The work session on January 12, 2006 will provide an opportunity to for departments to provide operational updates on Council goals if requested.

2005 Park City Goals and Targets for Action - Quarterly Update – October – December, 2005

TOP PRIORITY

Goal 1 Quality Water

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Pipeline/Preferred Project Agreements	Determine a preferred project with Weber Basin and Bureau of Reclamation			
Williams/Erickson Gibbs/Dunks	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation	04/04	**01/06**	Ongoing
	2. Decision point – Park City/County may opt out	03/05	**02/06**	Pending
	3. WBWCD Water Sales/Petition Agreement	04/05	**02/06**	Pending
	4. Decision point – Park City and/or County may opt out	05/06		Pending
2. Water Conservation Strategy and Actions	Develop Outreach/Education/Task Force Plan			
Erickson/Williams Gibbs/Dunks	1. Water Conservation Task Force	Monthly		Ongoing
	2. Conservation and Drought Plans	Annual		Ongoing
	3. Water Conservation education program	Monthly		Ongoing
	4. User rates review			
	2005 Comprehensive Review	01/05	04/05	**Complete**
	2006 Comprehensive Review	**01/06**	**04/06**	**Pending**
	5. Impact fee procedures review			
	2005 Comprehensive Review	01/05	**05/05**	**Complete**
	2006 Comprehensive Review	**01/06**	**04/06**	**Pending**
3. Water Treatment Plants	1. Spiro: Phase 2 Design and Construction of Wet Well Expansion	04/05	**07/05**	**Complete**
Erickson/Williams Gibbs/Dunks	2. Park Meadows Well Pilot Program	06/05	**07/05**	**Complete**
	3. Judge: Resolve Plant Location and Land Transfer with Talisker	12/05	**01/06**	**Pending**
	4. Judge: Determine Scope and Timing for Plant Design and Construction	09/05	**02/06**	**Pending**
	5 Park Meadows Well Treatment Facility Design & Construction	04/06	**06/06**	**Pending**

TOP PRIORITY

Goal 1 Quality Water

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
3. Water Treatment Plant (Cont.)	**6**. <u>Judge</u>**:** Plant Design **7**. <u>Judge</u>**:** Plant Construction	08/04 04/06	**08/06** **07/07**	**Pending** **Pending**
4. Other Water Solutions – Supply Options *Erickson/Williams* *Gibbs/Dunks*	1**.** Summit **County, Snyderville Basin Water Reclamation District** Cooperation Discussions /Stream Flow Enhancements **2**.JSSD Water Discussions – Pipeline **3**. Water Strategic Planning and Infrastructure – engineering and develop funding strategy **-** Fee Review **4. Resolve Talisker Water Supply Source** **5**. Stream Flow Enhancement Study **6**. **Snyderville Basin Water Supply Study**	Annual Annual 09/04 12/05 05/05 10/05	 **On Hold** 01/06 **02/06** **11/06**	Ongoing **On Hold** **Pending** **Pending** Complete Pending
5. Water Funding Strategy *Williams/Erickson* *Bakaly/Gibbs*	1. Pursue future appropriations and authorizations 2. Water Strategy Plan - Draft **2. Develop water strategy plan**	Annual **09/05**	 **12/05** **2/06**	Ongoing **Complete** **Pending**

TOP PRIORITY				
Goal 2 ***Preservation of Park City Character***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvements *Hier/Cone/Hilton/DeHaan*	1. Review of Opportunities for Business Enhancement - Trial Periods for Sandwich Boards (12/17/04 – 4/15/05) **- Outdoor display of merchandise,** **- Sign Code Amendments** 2. Design of Downtown Projects - Communication Fact Sheet - Phase I – Parking Structure - Phase II - **Post Office Negotiations** - Phase III – Plaza 3. Begin Construction of Downtown Projects Phase I 4. Post Office Decision 5. SID Plan Finalized for Upper Park Avenue Utility Relocation – pending action by Legislature in 2006 6. Marsac Planning **7. Completion of Construction of Downtown Parking Project Phase I** **- Substantial Completion** **- Final Completion** **8. Prospect Street – Design & Construction**	08/04 04/05 **07/05** 01/05 12/05 12/05 **11/05** 12/05 04/05 06/05	**Ongoing** **08/05** **12/05** 03/05 **03/06** **05/06** **10/06** **02/06** **04/06** **1/31/06** **2/15/06** **12/06**	**Ongoing** **Complete** **Complete** **Complete** **Complete** Pending **Pending** **Pending** **Pending** **Complete** Pending **Pending** **Pending** **Pending** **In Progress**
2. Olympic Experience Legacy *Calvert/Rademan*	1. Mini-towers – Main Street 2. Olympic Legacy Project – Entry Corridor Sculpture	10/04 01/05	05/05 02/05	Complete Complete

TOP PRIORITY				
Goal 2 *Preservation of Park City Character*				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
3. Neighborhood Parks/City Park *Erickson, Kernan/Twombly/ Fisher*	1. RFP for Design & Construction of 3 neighborhood parks	09/04	04/05	Complete
	(a) construction documents for neighborhood parks	**06/05**	**08/05**	**Complete**
	(b) award contract for construction	**07/05**	**09/05**	**Complete**
	(c) complete construction of parks	**10/05**	**10/06**	**In Progress**
	2. School District Basketball Courts.	05/05	**08/05**	**Complete**
	3. Design Contract for Skate Park	09/04		Complete
	- **Bid** for Construction	06/05	**10/05**	**Complete**
	- Begin Construction	07/05	**04/06**	**Pending**
	- Completion	10/05	**06/06**	**Pending**
	4. City Park Recreation Building – recommendation from Task Force on potential uses	**02/06**		**Pending**
	5. Poison Creek – Recommendation on creek enhancements	**02/06**		**Pending**
	6. Old Town Stairs rights-of-way – Policy on use by residents	**04/06**		**Pending**
	7. Replace Infield at City Park	**05/06**		**Pending**

TOP PRIORITY				
Goal 3 ***Effective Transportation and Parking System***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Traffic Calming *Hier/**Gibbs/B.Anderson***	**See attached Traffic Calming Summary Report**			
2. Regional Transportation *Cone/Hier/Cashel*	1. Enhance Transit Marketing	Annual		Ongoing
	2. Year-round Bus Service to Kimball and Canyons operating through 12/31/04	Annual		Ongoing
	3. Secure land for expanded transit maintenance-storage facility	**10/05**	**03/06**	**In Progress**
	4. Pursue federal funding for buses, site, and expanded bus facility	09/04	**Annual**	**Ongoing**
	5. Complete Region-SLC-UTA Service Feasibility Analysis	12/04	**2/06**	In Progress
	6. Update short-range transit plan with County	06/05	**2/06**	In Progress
	7. Implement employee carpool incentive program	Annual		**Ongoing**
	8. **Implement action items from 7/8/05 Transit Planning Summit**			
	a-Develop task assignments and project timeline process	**08/05**		**Complete**
	b-Update Status Report with specific action items	**08/05**		**Complete**
	c-Complete Snyderville Basin Transportation Plan	**10/05**		**Complete**
	d-Transit Component to Phase 1 of Snyderville Transportation Plan	**10/05**		**Complete**
	e-Determine land needs for transit hub and park and ride (Quinn's and Kimball)	**10/05**	**02/06**	**In Progress**
	f-Prioritize Snyderville Transit Plan by transit and road improvements	**10/05**		**Complete**
	g-Explore viability of MAG Traffic Modeling Program	**10/05**		**Complete**
	h-Develop common County-City development impact standards	**11/05**		**Complete**
	i-Draft 248 corridor agreement with UDOT	**11/05**	**03/06**	**In Progress**

TOP PRIORITY				
Goal 3 ***Effective Transportation and Parking System***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
2. Regional Transportation (Cont.)	**j-Research 5 year trend Secondary to Primary housing shift** **k-Evaluate 224 HOV/Bus Lanes** **l-TMA (phase 2) presented to Chamber** **m-Identify and rank funding sources (FHWA, FTA, State, etc.)** **n-Joint Planning/review task force IHC proposal** **o-Needs analysis and concept design for expanded transit storage maintenance facility** **p-Develop public education program concept and outline (program and resource)**	**10/05** **10/05** **10/05** **10/05** **Ongoing** **10/05** **10/05**	**03/06** **03/06**	**Complete** **Complete** **Complete** **Complete** **Ongoing** **In Progress** **In Progress**
3. Old Town Improvements	See Goal #2			

TOP PRIORITY				
Goal 4 ***World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ice Rink *Erickson/Hilton*	1. Quinn's Ice Complex Design Process 2. Design Development Review with SBSRD 3. Ice Construction Begins 4. Ice Fundraising Strategy **5. Ice Fundraising & Naming Campaign – local effort** **6**. Ice Construction complete	08/04 04/05 07/05 02/06	03/05 02/05 **11/05** **12/05** 	Complete **Complete** In Progress In Progress **In Progress** In Progress
2. Economic Development *Hier/Calvert/Kernan Rademan/Hilton/ Weidenhamer/Putt*	1. Receive Input from Business Community 2. Processing of Annexation Requests **3. IHC Annexation - Task force recommendations** 4. Implementation of Economic Development Initiatives 5. Empire Canyon/Montage/**Annexation Petition Submittal** 6. Refinement of "Strategy" & "Project" prioritization summary	01/04 09/04 09/04 10/04 **05/05** **08/05**	 **12/05** **Ongoing** **02/06** **02/06**	Ongoing Ongoing **Complete** **Ongoing** **In Progress** Pending
3. Support for Arts: Direction *Cone/Butz*	1. Art in Public Places - Implementation - Bus Shelter RFP 2. Bus Shelter Implementation **3. Sound Garden Facilitation**	 02/05 08/05 **08/05**	02/05 02/05 	Ongoing Complete **In Progress** **Complete**
4. Community Amenities and Events: Evaluation, Future Direction *Calvert/Cone/Hier/Butz*	1. Special Events Retention & Attraction - Economic Development Plan 2. Monitor Museum Expansion 3. Creation of Events Programming Group 4. City Property Assessment **and Plan** 7. Sundance Discussions - **Agreement** 5. Destination Events/Activities Joint Venture - Recruitment of Joint Venture Position 6. Golf Course Pro Shop Acquisition 8. Watts Property Plan **& Sale** **9. Sale of 222 Grant Ave & 148 Main, Wisnewski** 10. Imperial Hotel Sold or Traded	Ongoing 11/04 03/05 03/05 10/05 **11/05** 07/05 10/05 **12/05** 09/04	 **09/05** **09/05** **11/05** **01/06** **01/06** **04/06** **04/06** **04/06**	Ongoing Ongoing **Complete** **Complete** **Complete** **Pending** Pending **Complete** **Complete** **Ongoing**

TOP PRIORITY				
Goal 4 *World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community*				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
4. Community Amenities (Cont.)	11. Strategic Plan for Farm	**03/05**	**05/06**	**Ongoing**
5. Recreation and Racquet Club: Next Steps *Erickson/Kernan, Alt. Fisher*	1. BMX – Temporary Park & Skills Course **2. Racquet Club/Recreation** **- RAB Visioning** **- Replacement of Racquet Club plumbing & remodel locker rooms** **- Long-term maintenance plan for facility** **- Recommendation – Future Capital Improvements** **3. Frisbee Golf** **- Determine local ski area interest in developing frisbee golf course** **4. Dirt Jump Park City Municipal Corporation** **- Plan in place for future of facility** **5. Dog Park City Municipal Corporation** **- Determine SBSRD interest in a regional facility**	03/05 **09/05** **04/06** **04/06** **05/06** **05/06** **09/06** **12/06**	**07/05**	**Complete** **Complete** **Pending** **Pending** **Pending** **Pending** **Pending** **Pending**
6. Outdoor Recreation Complex *Calvert/Hier/Hilton*	1. Design Process 2. Design Development Review 3. Funding Strategies 4. Construction Begins 5. Construction Complete	08/04 04/05 10/05	03/05 **05/05** **08/05** **07/06**	Complete **Complete** **Complete** **Complete** In Progress

HIGH PRIORITY				
Goal 5 ***More Open Space and Usable Trails***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ongoing Open Space Acquisition *Hier/Rademan*	1. Flagstaff - Distribution of open space contribution 2. Gambel Oak - Legislation 3. Red Maple/Air Force 4. 2006 Open Space Bond – Decision **5. Other Properties**	03/04 10/04 10/04 **09/06** **09/06**	 **02/06** **04/06**	Ongoing Ongoing Ongoing **Pending** **Pending**
2. Conservation Easements *Erickson/Harrington/B. Robinson*	1. Work Session – Conservation Easements 2.Additional Flagstaff Easements 3. Easements on other open space 4. Additional easement monitoring on new acquisitions	05/04 09/04 08/05	 03/05 **01/06**	Complete **Complete** Complete **Pending**
3. Trail Development Plan *Erickson/Kernan/Twombly*	1. Farm Trail Parking Complete/Berming - Irrigation/trees, alternatives - "For Sale" vehicle parking – enforcement options 2. Trailhead Parking Phase II a. Cove b. Round Valley - Quinn's Rec Complex c. Other sites as available 3. Round Valley Trails - Friends of Trails Phase I - Single Track Trails Phase II – Cross Country Ski Trails **4. Evaluation of city-wide sidewalks as part of Trails Master Plan in conjunction with County**	08/04 09/04 12/04 04/05 **11/05**	**07/05** **04/06** **04/06** **05/06** 05/05 **06/06** **12/06**	**Complete** **Pending** **Pending** Ongoing **Complete** **Pending** **Pending**

HIGH PRIORITY				
Goal 6 ***Improve Historic Park City***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvement *Hier/Hilton*	1. See Goal #2			
2. Historic Preservation *Hier/**Cone*** *Putt/**P. Robinson***	1. Action Plan for City-Owned Historic Structures- concept complete 2. CAD Appeal for 801 Park Avenue 3.HPB- Review of Historic District - Structural analysis of Sandridge Structure - Direction received on Sandridge Structures - Significance Survey – Initiate - Historic District Guideline Review 4.Implementation of City-Owned Historic Structures Plan 5.801 Park Ave Preservation 6.Upper Main Park/Structures	04/04 07/04 11/05 **12/05** **12/05**	06/05 06/05 **03/06** **04/06** **06/06** **06/06** **06/06**	Completed Complete **Complete** **Complete** **Complete** **Ongoing** **Ongoing** **Ongoing** **Ongoing** **Ongoing**

HIGH PRIORITY				
Goal 7 Regional Collaboration and Partnerships				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Affordable Housing *Kernan/P Robinson*	See Goal #9			
2. Transportation *Hier/Cashel*	See Goal #3			
3. Flagstaff-Wasatch County *Williams/**Hier, Bakaly/Hill***	1. Work with Wasatch County re SR-224 and public versus private access	09/04	**04/06**	**Ongoing**
4. Recreation *Erickson/Hier* *Hilton/Fisher*	See Goal #4			
5. Health *Erickson/Hier* *Hill/P Erickson*	1. Begin work on noxious weed coordination **2. Work Session – Noxious Weed Update** 3. Noxious Weed Interlocal Agreement **4. Enforcement on private property**	08/04 **08/05** 01/05 **Ongoing**	 **09/05**	Ongoing **Complete** **Complete**
6. Water *Williams/Erickson*	See Goal #1			
7. Solid Waste *Kernan/Gibbs*	1. Implementation of Solid Waste Alternatives **2. Summit County's new Solid Waste Collection Contract**	11/05 **04/06**	**03/06** **06/07**	Pending **Pending**

OTHER PRIORITIES

Goal 8 Open and Responsive Government to the Community

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Community Vision 2015 and Beyond *Cone/Williams/Hier Rademan/Putt*	1. Community Involvement & Outreach 2. Update Material for Vision Presentations **2006** 3. Develop Neighborhood Request Tracking Report (attached – Attachment B) 4. 2nd Homeowners Social 5. Neighborhood Interest Group Meetings 6. **20/30 Visioning** **- Initiate Program** **- Hold Meetings/Recommendations/Plan** 7. General Plan Review with Planning Commission 8. **General Plan Update**	Monthly Monthly 05/04 **Annual** Ongoing **09/05** **12/05** Ongoing 02/05	 **04/06** **06/06**	Ongoing Pending Ongoing Ongoing Ongoing Ongoing **Complete** **Ongoing** Ongoing **Ongoing**
2. Budget Review & Benchmark (2005-2006) *Hier/Kernan/Hill*	1. Utah League Tax Team – Sales tax strategies 2. Golf Fee Review 3. Upgrade of Sales Tax Monitoring 4. Water Fees – CTAC Review 5. Public Service Contract Review 6. Public Donations ($5,000) 7. Snow Removal Assessment **- work session discussion** **8. Form Budget Information Committee** **9. Present Phase I Benchmark Development Plan to CAST** **10. Development of Benchmarks (measures)** **11. First set of Benchmark Data compiled**	01/05 01/05 01/05 04/05 05/05 05/05 05/05 **12/05**	**09/05** 07/05 **01/06** **07/06** **08/06**	**Complete** Complete Ongoing Complete **Complete** **Complete** Ongoing **Complete** **Pending** **Pending** **Pending**
3. Customer Service: Evaluation & Action Plan *Calvert/Rademan*	1. Accountability/responsibility training for Staff 2. Volunteer Bank 3. Customer Service Performance Measures 4. City "Fam" Tour 5. Employee Survey **& Training** **- communication of results**	Monthly Ongoing 10/04 **Annual** **Ongoing**	 **12/06**	Ongoing Ongoing Pending **Annual** **Ongoing**

OTHER PRIORITIES				
Goal 8 Open and Responsive Government to the Community				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
4. Public Safety *Williams/Evans*	**1**. Recommendations regarding Police Facility Location **2. Purchase of Additional Officer Safety Equipment** **3**. Emergency Response Plan Updated **Staff Training** **4**. Police Facility Project - Preliminary Design - Schematic Design - Construction **5**. Presentation of Police Department Advisory Team Recommendations **6.** Community Oriented Program Implemented - **UPDATE**	09/04 08/05 **03/06** **04/06** **12/05**	**09/05** **02/06** **04/06** **04/06** **06/06** **06/06**	**Complete** **Ongoing** Pending **Pending** **Complete** **Complete** Pending **Complete** **Ongoing**
5. Communications *Calvert/Rademan*	1. Standardize Press Releases/Communication Strategies 2. Media Seminars 3. Sustainability Promotion 4. All America Cities Award – **Finalist** **5. Leadership 101**	Monthly **Ongoing** Ongoing 06/05 **02/06**		Ongoing **Ongoing** Ongoing **Complete** **Pending**

OTHER PRIORITIES				
Goal 9 ***Sustainable Place to Live***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Affordable Housing *Kernan/Cone* *P Robinson*	1. Affordable Housing policy/plan - Annual Housing Update - Adopt Housing Plan - Implement Housing Policy Plan 2. Senior Housing - Assisted Living Center Assessment **3. Deer Valley Drive Project – Monitor Construction Progress** **4. Explore development options for City-owned parcels identified for affordable housing** **- parcel identification** **- initial design review** **- community process** **RFQ**	 07/05 06/05 08/05 11/05 06/06 07/06	 **08/05** **11/05** **01/06** **02/06** **05/06**	 **Complete** **Pending** **Pending** **Complete** **Ongoing** **Complete** **In Progress** **Pending** **Pending**
2. Taxi Regulation Enforcement *Calvert/Kernan* *L Evans/Kingery* *Samuels-McLean*	1. Enforcement Options Implemented 2. Ordinance regarding liability levels 3. **Review Liability Levels** 4. Options regarding Taxis – **Direction from Council** **5. Begin Meetings w/Taxi Industry Task Force** **6. Ordinance Review**	Ongoing 12/04 **12/05** 05/05 **03/06** **06/06**	 01/05 **12/05**	Ongoing Complete **Pending** **Complete** **Pending** **Pending**
3. Recycling *Erickson/Gibbs*	1. Decision on facility **re**location	09/04	**05/06**	Pending

4. Sustainable Community/ Quality of Life *Williams/Butz* *Rademan/Ivie*	1. Prospector Environmental Management System and Soil Contribution Program **- Archival of Prospector** 2 Investigation of ability to increase energy efficiency in City Facilities 3. Facilitate Community Dialogues on Sustainability and return with recommendations 4. EPA/State – Silver Maple **5. Leadership Park City, Class Project – Green Building** **6. Explore alternative energy demonstration options** **- Work Session: Ice and Windmill CUP**	**Ongoing** **06/05** **Ongoing** **Ongoing** 09/05 **11/05** **Pending**	 **01/06** **03/06** **02/06**	Ongoing **Pending** Ongoing Ongoing **Pending** **Ongoing** **Pending**

Traffic Calming Summary Report – October-December, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT ***(Hier/Gibbs/B.Andersen)***

Location	**Date Recd**	**Phase 1 Meeting**	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
Prospector/ SR248			• **Removal of no left turn signs on SR248 and increased traffic**	• **Pending receipt of request**	
Little Kate Road	04/05	05/12/05	• Request reduction of the posted 25 mph speed limit • "Illegal" bike lane • Bicycle training for the kids in the neighborhood; • Sidewalk to provide a safe pedestrian way along Little Kate Road to McPolin Elementary School • Realign the Racquet Club driveway to align with Monitor & 4-way stop • Paint a crosswalk on Little Kate Road at Monitor Drive • Employ a crossing guard to work that crosswalk • More parking enforcement during Sundance Film Festival • Erect more speed regulatory signs.	• Traffic Calming Committee (TCC0 has reviewed & completed the following items: • 3-way stop installed at Evening Star and Little Kate • Single pedestrian area along north side of Little Kate removed, two smaller pedestrian areas identified on both sides of street • Crosswalks painted @ Little Kate and Lucky John • Police to assist in bicycle safety at McPolin • Other issues referred to the Neighborhood Program	**Complete** **Complete** **Complete** **Pending** **Pending**
Holiday Ranch Loop Road #2 (the "loop" area)	03/24/04	None	• Speeding; reduce 25 mph posted speed limit to 20 mph • 4 way stop at crossover of Holiday Ranch Loop Road	• Speed limit lowered to 20 mph in the Loop area due to sight distance concerns. • No other changes recommended	**Complete**

Traffic Calming Summary Report – October-December, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT ***(Hier/Gibbs/B.Andersen)***

Location	**Date Recd**	**Phase 1 Meeting**	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
Holiday Ranch Loop Road #3 (north of Little Kate and south of the "Loop")	04/05	05/12/05	• Speeding • Failure to stop at stop signs	• Speed limits were reduced to 20 mph based on sight distance and data collected by Fehr & Peers • Speed limits are being monitored more closely by the Traffic Division of the Park City Police Department.	**Complete**
Lucky John Drive (north of Little Kate Road and south of American Saddler Drive	04/05	05/12/05	• Speeding • More regulatory signs • Children at play and "Neighborhood" signs	• Data was collected June 2-9, 2005 by Fehr & Peers concerning speeds and volume of traffic; 85th percentile speeds exceeded 10 mph over posted speed limit • Traffic trailer deployed to educate drivers of their speed and attempt to achieve voluntary compliance • Increased enforcement efforts are underway by the Park City Police Department Traffic Division • Additional 25 mph signs to be installed for southbound traffic starting at American Saddler • TC Committee determined the special residential sign would become less effective if used everywhere • TC Committee questioned the effectiveness of children at play signs	**Complete**

Traffic Calming Summary Report – October-December, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT ***(Hier/Gibbs/B.Andersen)***

Location	**Date Recd**	**Phase 1 Meeting**	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
SR 248/Kearns	08/05	NA	• Speeding • Noise, higher earth berms • Driver feedback signs • Increase Enforcement • Speed Humps	• UDOT will require a traffic study to adjust speed limits • Noise levels not a UDOT priority in this area. Referred request to "Neighborhood:" program • UDOT will not approve speed humps on a State Route • Enforcement is ongoing	**TCC No further action**
Risner Ridge	09/05	Scheduling	• Speeding • Advance notice of turn • Confusing intersection at Ashley Court	• **Installed curve arrow for northbound** • **Painted advance stop lines for east bound**	**Completed** **Completed**

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

Bonanza Ave Transit Enhancement

Weidenhamer

Status Report – completed pending additional input from neighborhood

Expansion of municipal summertime transit along Bonanza Ave. is planned for summer '06, when the recreation complex is completed. Targets/Action all complete.

Prospector Square Property Owners Association

Weidenhamer

Status Report-

At the request of PSPOA, this item has been removed from the Neighborhood RELS program

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

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

Status Report
'05 CIP budget - $50,000 placeholder for FY-06. Staff meeting with neighborhood to prioritize requests and identify preliminary costs for prioritized projects.

Written Petition received – 11/10/03
Initial Internal Review – 1/26/04
Initial Communication to Council – 2/19/04 & 6/3/2004
Comprehensive Internal Review – 6/16/04
Initiate Public Forum – Completed
Communication to Council – Completed 04/05
Potential Council Decision – 2005 CIP prioritization – **$50,000 placeholder for FY-06**
Meet with neighborhood to prioritize CIP funds – 1st meeting 10/05; #s 1-4 prioritized, remaining items will be taken off list; next meeting 11/05 with prioritized capital options and preliminary budget

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Pedestrian Lighting	Twombly (PCMC)	Create a cost estimate plan to install lights along DV Dr. sidewalk. **Both north and south sides should be considered from Transit Center to Stonebridge**: 1. Shoe boxes 2. Custom lights like **Poison Creek**	spring 2005	1. complete - CIP line item identified	Private funds Deer Valley PCMC'05 CIP
2. Cross Walks & Traffic calming devices	Traffic Calming group	1. Traffic Engineering study to establish minimum standards for cross walks. 2. If needed, install cross walk identified in study 3. Summer '04 - Use existing Vehicle Feedback Sign to gather data on speeds &		1.Complete 2.Doesn't meet min. standards 3. Complete	

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

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

		amount of traffic 4. Winter '05 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 5. Group has requested a formal traffic engineer study to more accurately measure speeds and traffic counts 6. Make later recommendation based on data collection **7. Not listed as priority of neighborhood as of 10/05 meeting**	February 2005 Spring '05 **10/05**	4. Pending 5. **$50K budget** 6. pending	5. Traffic calming CIP
3. Bus Stop	Cashel	1. A **City** bus stop is approved at Mountain-lands housing development 2. Neighborhood group still wants a school stop at intersection of DVD & Sunnyside	Spring **2006**	1. School bus stop cost ~$60K. Not in budget.	**May be able to put in base with sidewalk improve-ment**
4. Sidewalks	Gibbs	Connect the intersection of Sunnyside & DV Dr. to the new bus stop at Mountainlands site with a sidewalk	Summer 2005	Pending CIP review	PCMC'05 CIP

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

Little Kate Road, Holiday Ranch Loop Road, Lucky John Drive

Status Report
Project has been split into both TC and Neighborhood Process to address capital projects requested. More information can be found under Traffic Calming Report, Attachment A.

Written Petition received – Per request of Staff, petition is being generated
Initial Internal Review – ongoing with TC Committee
Initial Communication to Council – Complete
Comprehensive Internal Review – Ongoing
Initiate Public Forum – ongoing
Communication to Council –
Potential Council Decision – Spring ’06 CIP Budget Update

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Crosswalks	Weidenhamer	1. Create map to identify location 2. Identify warrant for crosswalk 3. Identify Costs	10/15/05 12/05 12/05	Complete **Complete** **01/06**	TBC
2. Realign Racquet Club Entrance with Monitor Drive	Weidenhamer	1. Create map to identify location 2. Identify costs and pros/cons	10/15/05 12/05	To be completed 1/06	TBD
3. Sidewalks @Little Kate from HRL to elementary school	Weidenhamer	1. Create map to identify location 2. Identify options: a) 5’ sidewalk back of curb b) separated pathway 3. Identify costs and pros/cons	04/06 04/06	To be completed 1/06 for ’06 CIP review	TBD

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 8, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Colin Hilton, Capital Projects and Economic Development Director; Eric DeHaan, City Engineer; Dave Gustafson, Project Manager; Lloyd Evans, Chief of Police; Jerry Gibbs, Public Works Director; Patrick Putt, Planning Director; Myles Rademan, Public Affairs Director

Council questions and comments

Jim Hier reported that the IHC Task Force had forwarded their Traffic Analysis to Planning Commission. This places the project in the hands of the Planning Commission to move forward.

Candace Erickson thanked Myles Rademan for organizing the Farm Meeting, which was attended by a number of community members.

Marianne Cone participated in the Smoke Free event. She also attended the Mountain Trails meeting where Carol Potter reported on plans to pave the entire Rail Trail from Park City to Echo. She attended the People's Health Clinic fundraiser as well as the Everest talk at the Library. She and Kay Calvert toured a DABC warehouse in Salt Lake City.

Mayor Williams reported on a meeting with PCMR to discuss Talisker's projects. He also met with representatives of Taxis Against Drunk Driving and was impressed with their idea.

Colin Hilton and Dave Gustafson presented construction updates on the new parking structure and Quinn's Recreation Complex. The new parking structure will not be open before Christmas, although the historic wall lot (23 spaces) has opened and the first level of existing China Bridge will re-open soon. Jacobson Construction will begin operating on an 80 hour per week schedule and parking levels will open as construction allows with substantial completion anticipated in January. The recreation complex is on schedule for a February opening to coincide with the Winter Olympics.

Assisted Living

Project Manager Phyllis Robinson introduced Gill Blonsley who had performed a needs assessment study commissioned by Council in August, for assisted living in Park City.

Gill Blonsley explained he had developed a wide-range of community participation through public meetings and attendance at a number of civic, charitable, church-related organizations. He had received 252 completed surveys, with 64% coming from focus group sessions. The community expressed an interest in not only assisted living, but also adult daycare services. Many respondents indicated they would consider $2,900 and above to be fair pricing, depending on facilities and services provided. The focus groups favored private ownership and did not feel it would be an appropriate function of the City government.

Mr. Blonsley stated he included questions about senior housing (55 and older) and two-thirds of the respondents indicated they would consider it, but factors in making that decision would include location, size of apartment, size of development, cost, and availability of transportation. He briefly reviewed each of the survey questions and highlighted the variety of answers received from respondents.

Mayor Williams indicated Council would address the issue early in 2006. They agreed it should not be a city-run facility and would address options and ideas for City participation.

Trash Container Ordinance

Public Works Director Jerry Gibbs explained that Council had directed Staff to return before year-end with alternatives to enforce timely removal of trashcans from the street on trash pick-up day. Staff's research found that resort areas who have implemented similar ordinances had done so because of wild animals turning over cans, whereas in Park City it seemed to be an aesthetic issue. If it were restricted to Old Town, 600-700 cans would need to have addresses placed on them because tickets must be issued to an address (city-wide there are 3,500-4,000 cans). There are providers who could collect trashcans that are left out, but none of the current cans are associated with an address and BFI does not have a current data base.

Mr. Gibbs noted the County's contract for solid waste expires in 2006 and there could be a new contractor bringing in new cans, which would have to be identified by address. He emphasized that all cans in Old Town are placed along one side of the road on pickup day, which could result in residents stealing someone else's can if theirs was confiscated. Staff's recommendation was that Council not adopt an ordinance at this time and suggest to complainants that they initiate a "Neighborhood Needs Assessment Process".

Marianne Cone suggested that that we continue the Public Service Announcements and consider placing notices in water billing statements to alert people to the problem.

Dana Williams questioned the magnitude of the problem. Mr. Gibbs stated that no formal complaints had been filed, although suggestions had been presented to Council members. Candace Erickson preferred neighborly cooperation and suggested that Neighborhood Meetings would be a good vehicle to spread the word. Joe Kernan wanted to help solve the problem because the cans detract from the beauty of our neighborhoods. Mayor Williams suggested that we try to empower residents in their own neighborhoods to work together to resolve this issue.

Regional Transit Services

Transit Manager Eric Nesset stated Staff recommended adoption of a resolution amending the current Transit Agreement between the City and the County. He explained the resolution addresses clean-up items and clarified the sharing of potential grant monies between the two entities. The Summit County Board of Commissioners adopted it December 7, 2005 and made some grammatical changes that were reviewed with the City Attorney.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 8, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6:00 p.m. at the Marsac Municipal Building on Thursday, December 8, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Jim Hier and Joe Kernan. Candace Erickson was excused from the regular meeting. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney, Jerry Gibbs, Public Works Director, Eric Nessett, Transit Manager; Linda Tillson, Library Manager, and Brooks Robinson, Senior Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan stated that Summit County is his customer. Marianne Cone noted she had attended the Deer Valley party.

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

Audie Wheeler and Marty Ogburn, TADD (Taxis Against Drunk Driving) introduced their organization which has been operating for one year. In an attempt to promote responsible drinking, they transport people home for $10 and bring them back to pick up their cars free. Their goal is to provide all services at no charge.

Mr. Wheeler explained they have applied for non-profit status and are seeking support and advice from Council. Council expressed concern about cars being towed if someone took advantage of the service and left their car of Main Street. They also suggested that it might fall under the City's special service contracts. Manager Bakaly explained if it was a non-profit organization and met all the granting criteria, it might be eligible during the next grating cycle in 2007. He stated Staff could explain the voucher system that was used last year in a Manager's Report.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 17, 2005

Kay Calvert, "I move to approve the work session notes and minutes of meeting of November 17, 2005 as written". Joe Kernan seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

1. Appointment of Marlene Ligare and Kathryn Reichartinger to the Library Board to fill unexpired terms to July 1, 2007

Jim Hier, "I move to approve the appointment of Marlene Ligare and Kathryn Reichartinger to the Library Board to fill unexpired terms to July 1, 2007". Marianne Cone seconded. Motion unanimously carried.

2. Appointment of Jerry Gibbs to the Snyderville Basin Water Reclamation District Board for a term expiring December 31, 2009

3.

Marianne Cone, "I move approval of the appointment of Jerry Gibbs to the Snyderville Basin Water Reclamation District board for a term expiring December 31, 2009". Kay Calvert seconded. Motion unanimously carried.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on an Ordinance approving the Park City Public Works Subdivision Plat, a subdivision lying within the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah - Planning Manager Patrick Putt stated that Staff had held a series of open houses and public hearings to identify city properties that would be appropriate for disposal. A decision was made to subdivide this parcel and sell the smaller portion at the corner of Deer Valley Drive and Short Line Road.

Mr. Putt explained that the Public Works site is 5.71 acres, and this proposal would create a two-lot subdivision. The smaller parcel (approximately one-half acre) is bisected by a Questar gas line and a sewer lateral. The lot is also encumbered by an obligation to provide twelve parking spaces for the Copper Bottom Inn. Six spaces will be included in an underground structure and six spaces will be available for use during off-hours. The subdivision meets the City's size and access standards. No public comment was received during the public hearing, but an e-mail from an adjacent property owner felt the property would be best served for use by Public Works and Transit Services rather than GC related uses. Staff recommended adoption of the ordinance to approve the subdivision of the Park City Public Works Subdivision.

Mayor Dana Williams opened the public hearing. There was no input and the hearing was closed.

2. Continuation of hearing on a Real Estate Purchase Contract with Frontier Bank for the sale of a municipally-owned 0.59 acre parcel located on Short Line Drive, Park City, Utah - Public Works Director Jerry Gibbs stated the request before Council was to accept a purchase price of $1 million from Frontier Bank for the .59 acre parcel on the corner of Short Line Drive and Deer Valley Drive. The Copper bottom Inn has agreed to approve the parking easement as drafted.

Mayor Williams opened the public hearing. There was no public input and the hearing was closed.

VII CONSENT AGENDA

Kay Calvert, "I move approval of Consent Agenda Items 1 through 3" Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving the Park city Public Works Subdivision Plat, a subdivision lying within the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah – see staff report and public hearing.

2. Real Estate Purchase Contract with Frontier Bank for the sale of a municipally-owned 0.46 acre parcel located on Short Line Drive, Park City, Utah – see staff report and public hearing.

3. Resolution authorizing execution of an amended Inter-local Agreement with Summit County for provision of transit services – see staff report and public hearing.

VIII NEW BUSINESS

Ordinance amending Title 6, Health, Nuisance Abatement, and Noise of the Municipal Code of Park City, Utah by adopting regulations for storage of trash receptacles - Council members had discussed the item during Work Session. Mayor Williams opened the public hearing. There was no input and the hearing was closed.

Mayor Williams called for a motion. The ordinance failed for lack of a motion. Council directed Staff to move forward with their recommendation that complainants initiate a "Neighborhood Needs Assessment Process."

IX ADJOURNMENT

The meeting adjourned at 6:45 p.m.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property and litigation". Jim Hier seconded. Motion carried unanimously.

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

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

Prepared by Sharon Bauman, Analyst II

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 22, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Alison Butz, Special Events and Facilities Manager

Sandra Morrison, Director of Park City Historical Society and Museum

1. Council questions and comments. Candace Erickson reported on Recycle Utah business, specifically the success of the green building program. Joe Kernan discussed the standard for snow plowing in the Prospector commercial parking areas, and added that Jerry Gibbs will be meeting with the Owner's Association about not storing snow on sidewalks and keeping them clear for pedestrians.

Mayor Williams welcomed reporter Jay Hamburger back, who was out with an illness. He felt that the free Main Street parking, provided after Thanksgiving through December, was successful. He understood that more seniors visited Main Street because of free parking and suggested exploring providing hang-tags for them. He recognized retiring Council member Kay Calvert.

2. Nightly rental amendment. Mark Harrington explained that the LMC was amended a couple of years ago to prohibit commercial uses in nightly rentals. However, the definition has been questioned by applicants and this amendment clarifies commercial uses, and specifically addresses corporate houses during special events for enforcement purposes. He relayed that it is typical for one or more companies to rent a residence as a hospitality center which has the potential to create traffic and parking problems. Commercial activities are not appropriate in nightly rentals and the terminology distinguishes between a primary use for a commercial hospitality house versus an occasional fund-raiser or evening special event that is limited in time frame. Mr. Harrington advised that the City could be as specific to limiting the number of occupants, cars, hours, etc., but staff recommends this tact which should make the City's regulations clearer. In response to a question from Jim Hier, Mr. Harrington indicated that the Lodging Association was not contacted because the amendment was not viewed as a *change* to the Code, but rather a clarification. Council member Hier suggested that if the ordinance is approved this evening that the Lodging Association be contacted; interested parties should always be contacted prior to meetings. The City Attorney stated that staff will follow-up.

3. Historical Society sub-lease. Alison Butz explained that the Historical Society is seeking the City's permission to sublease the Museum during the 2006 Sundance Film Festival. The Director approached the City a few months ago about renting the space and the City arranged a meeting on her behalf with the Sundance Institute. Sundance and its sponsors declined the use the Museum because of space limitations since the exhibits need to stay in place. However, Fox Entertainment, Hollywood Life Magazine, and Cadillac subsequently reached an agreement with the Historical Society, contingent on City Council approval.

She stated that the Historical Society holds a 99 year lease and has the ability to lease the Museum for 24 hours or less for filming, etc. The rent, in the amount of $40,000, is recommended to be allocated to capital improvements. In response to a question from Jim Hier about Cadillac, Ms. Butz explained that there will be no public parking component. She pointed out that next year, competing Festival sponsors will be prohibited from leasing City-owned facilities, but this year it is okay. In response to comments made by Joe Kernan, Ms. Morrison relayed that she is not aware of Cadillac wanting to hang an exterior sign and nothing can be attached to the historic facade. Next year, in order to be at that location, the sub-lessee would have to obtain a permanent business license and a sign permit. Ms. Butz emphasized that there are no temporary business exemptions and the City does not allow the use of public parking for advertising. According to the Sign Code, Festival sponsors can only replace existing signs. Ms. Morrison stated that Cadillac is a major corporate advertiser for Hollywood Life Magazine who is interested in using the Museum for photo shots. Again, signs will have to comply with the Code like any other business. The Historical Society will be hiring a security guard to protect the facility. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 22, 2005

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, December 22, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Special Events and Facilities Manager; Brooks Robinson, Planner; Ray Milliner, Planner; Lieutenant Phil Kirk; and Phyllis Robinson, consultant.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan shared a concern expressed from a Main Street merchant about the availability of employee parking during Sundance because of the delay in the parking structure project. Alison Butz responded that staff also received the email and will report back to Council on Festival parking through the January 12 manager's report.

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

1. <u>Traffic – Prospector residential area</u> - Joe Meslovski, Prospector resident, complained about the volume of traffic speeding through the neighborhood from SR248. He explained the problems with cars backing up on the street, making it difficult to back out of his driveway. There are no sidewalks and the congestion occurs when the children are walking to school. The no left turn signs were not a perfect solution in the past, but decreased the amount of traffic turning into the neighborhood from the highway. Mr. Meslovski urged Council to reinstall these signs, reiterating that it is not the solution, but probably a better option than stationing police in the area. Mr. Meslovski emphasized the number of small children in the area and indicated that he will continue to work with the traffic calming committee.

2. <u>Holidays on Main</u> - Mike Sweeney, HMBA, thanked Council for supporting Main Street's holiday program.

IV CONSENT AGENDA PUBLIC HEARINGS

1. <u>Ordinance amending Title 4, Chapter 2, Section 18(c) of the Municipal Code of Park City relating to commercial uses in nightly rentals</u> – Brooks Robinson explained that this section of the Code regulates licensing of nightly rentals and the change involves defining *commercial uses*, which was explained by the City Attorney during work session. The Mayor opened the public hearing.

John Stafsholt asked if there is a limit of the number of occupants in nightly rentals. The City Attorney answered that there is not a specific number designated in the Code, which is determined by the Building Department. Mr. Stafsholt stated that single family homes can be remodeled to accommodate more units, without providing additional parking. Mark Harrington explained that there are regulations in place associated with creating separate units which are subject to building inspections. For instance, a single family dwelling can not be converted into nine lock-out units without going through the appropriate process and receiving approvals. The more typical application is for a duplex or triplex. With no further input, the public hearing was closed.

2. Ordinance approving the First Amended Arrow Leaf Condominium Record of Survey Plat, Park City, Utah – Planner Brooks Robinson explained that this application relates to the condominium conversion of Lodge B. Lodge A was previously platted and is under construction. The record of survey creates 28 condominium units, ranging in size from 1,472 to 1,899 square feet and includes two ADA units, platted as common space. Hearing no questions or comments from Council or the audience, the Mayor closed the public hearing.

3. Ordinance approving the Third Amended Marsac Mill Manor and Silver Mill House Condominium Record of Survey Plat, located at 1335 Lowell Avenue, Park City, Utah – Brooks Robinson stated that in 2002, the Marsac Mill Manor plat was approved but never recorded. There are notes on the plat enabling future modifications to the project without going through the platting process by obtaining approval from all property owners. The Mayor opened the public hearing and hearing no comments, closed the hearing.

4. Ordinance approving a street vacation and plat amendment for the property described as Lots 27-32, Block 75, a portion of Lot 17 and all of Lots 18 and 19 of Block 76 of the Park City Survey, also known as 147 Ridge Avenue, Park City, Utah – Ray Milliner indicated that this request is a plat amendment and street vacation. Through a computer presentation, Mr. Milliner displayed the location of the historic residence, the platted right-of-ways and the actual built roads. He explained that the applicant is requesting vacation of a portion of platted (unbuilt) Ridge Avenue which is under the house and front yard in exchange for the donation of two lots owned by the applicant. It is a square-foot exchange which is consistent with the resolution adopted by Council regarding vacations. Upon approval, the applicant will have two platted lots which can be developed. The yellow house sits on one lot and the other is property between Ridge Avenue and King Road. This lot is 2,250 square feet which is slightly less than the minimum allowable requirement in the HR-1 Zone but the applicant has received a variance for the lot, contingent on tonight's approval. Staff is recommending approval based on the findings of fact, conditions, and conclusions of law outlined in the staff report. The Mayor opened the public hearing. With no comments or questions, the public hearing was closed.

V CONSENT AGENDA

The Mayor asked if there are questions on the annual insurance renewal and/or the lease with Harley Davidson. Jim Hier asked why the Police Department is going from two to four motorcycles. Lieutenant Phil Kirk introduced Joe Timmens of Harley Davidson of Salt Lake. He explained that a number of officers are certified riders and all four bikes could easily be used for special events. Even with four bikes, the lease and maintenance costs are much less than leasing two from BMW. Councilman Hier continued to question leasing four motorcycles. Ms. Erickson stated that she shared the same concern in consideration of the overall budget for the Department. Phil Kirk answered questions about service maintenance, warranties, and storing the bikes. Joe Timmens pointed out that the base cost for the motorcycles is almost a one-time cost and as the lease is renewed and equipment replaced, this cost is eliminated and the amortization schedule is very attractive.

Kay Calvert felt that the Department needs three motorcycles, and a fourth would be helpful in the event a bike is out of service. Lt. Kirk indicated that maintenance should be more efficient with Harley Davidson than BMW, but the turn around still takes some time. Ms. Calvert supported acquiring four motorcycles. Joe Kernan emphasized that four bikes will only cost the City $2,000 a year and asked why the City is getting such a good deal. Mr. Timmens stated that he lives in Park City and will be opening a business on Main Street in the spring. He believes he can do a better job than BMW and relayed that Park City is the only Department in the state he doesn't service. Joe Kernan noted that the City is acquiring four bikes for the price of two and supports the staff recommendation of four. Kay Calvert, "I move to approve Consent Agenda Items 1 through 6". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance amending Title 4, Chapter 2, Section 18(c) of the Municipal Code of Park City relating to commercial uses in nightly rentals – See staff report and public hearing.

2. Ordinance approving the First Amended Arrow Leaf Condominium Record of Survey Plat, Park City, Utah – See staff report and public hearing.

3. Ordinance approving the Third Amended Marsac Mill Manor and Silver Mill House Condominium Record of Survey Plat, located at 1335 Lowell Avenue, Park City, Utah – See staff report and public hearing.

4. Ordinance approving a street vacation and plat amendment for the property described as Lots 27-32, Block 75, a portion of Lot 17 and all of Lots 18 and 19 of Block 76 of the Park City Survey, also known as 147 Ridge Avenue, Park City, Utah – See staff report and public hearing.

5. Insurance renewal for 2006 – See staff report.

6. Lease with Harley Davidson for Police Department motorcycles – See staff report and discussion above.

VI OLD BUSINESS

Ordinance amending the Municipal Code, Title 12, Sign Code – Planner Ray Milliner discussed the modifications directed by Council at its meeting on December 1. He pointed out his error in not changing the off-premise signs number to "*5*", although the language reads "*five*". The public hearing was closed and not continued at the last meeting, but the Mayor invited input.

Mike Sweeney, HMBA, thanked Planner Ray Milliner and the City Council and urged Council to approve the Sign Code as presented.

Candace Erickson, "I move we approve the Ordinance amending the Municipal Code, title 12, Sign Code as corrected by staff". Kay Calvert seconded. Motion unanimously carried.

VII NEW BUSINESS

1. Consent to Park City Historical Society & Museum to sublease 528 Main Street for the period of January 17 – January 29, 2006 and 518 Main Street for the period of January 12 – January 30, 2006 – See staff report and work session discussion. Alison Butz explained that the request is for permission to sublease the Museum during the Sundance Film Festival to Fox Entertainment, Hollywood Life Magazine, and Cadillac. Joe Kernan asked if there is way to prohibit advertising in the windows or on the exterior of the building that may conflict with sponsors of Sundance, which is a condition in future years. Mark Harrington explained that the City does not regulate the content of signs. During the Olympics, for example, signs were allowed to be replaced with temporary signs, complying with the Sign Code. He acknowledged that leasing City property to corporations that are not sponsors of the Film Festival is not allowed beginning next year under the agreement between the City and Sundance Institute. Alison Butz clarified that this year staff tried but was unable to secure a Sundance sponsor for the Museum space. Mr. Kernan insisted that the City should honor the spirit of the agreement and control the exterior signage this year. Kay Calvert disagreed and Jim Hier indicated that Sundance has no objections. There was no support from other Council members on controlling signs.

Kay Calvert, "I move to approve the Park city Historical Society to sublease 528 Main Street for the period of January 17 – January 29, 2006 and 518 Main Street for the period of January 12 – January 30, 2006". Candace Erickson seconded. Motion unanimously carried. Director Sandra Morrison thanked Council and recognized Alison Butz's helpful assistance.

2. Real estate purchase contract with Quaking Aspen Distillers for the sale of 703 Park Avenue – Alison Butz stated that the City Council directed staff last fall to advertise the intent to sell 703 Park Avenue, which includes the historic house and the National Garage. Staff reviewed the offers and presented them to Council who selected Quaking Aspen Distillers. The sale for the property is in the amount of $1,135,000. The real

estate purchase contract (REPC) does not address the use and the owner will have to apply for a conditional use permit (CUP) to allow this use within the zone. The City will submit a plat amendment for this property and for 664 Woodside Avenue. Quaking Aspens will also have to obtain master plan development (MPD) approval from the Planning Commission and meet the Historic District Design Guidelines. She added that the REPC includes a guarantee for rehabilitation in an effort to maintain the property as an historic landmark, which will be accomplished through escrow or letter of credit. She stated that the City received 32 inquiries and received a total of 13 bids which demonstrated more interest than the response in 2003. Both the Planning and Building Departments have reviewed this project. In response to a question from Jim Hier, Alison Butz noted that the REPC will not return to Council.

Joe Kernan asked if there will be conditions on the future use of the building in the event Quaking Aspen sells. Ms. Butz explained that the CUP must be approved before the property closes. The City has no other future restrictions. He pointed out that the distillery could move from that location, and Mark Harrington advised that any new commercial use would be required to go through a CUP process. Phyllis Robinson added that the historic residence can not be relocated and commented on the CUP process. The Mayor opened the public hearing.

Greg Schirf, owner of Wasatch Brew Pub, stated that in 1988 he bought RDA property on Main Street to relocate his brewery from Iron Horse Drive to Main Street. At the time, there were public concerns voiced about perceived offensive odors emitted during mashing. He commented on how surprised people are to find that the aroma is pleasing, similar to a bakery, because of the natural grains used and he encouraged people to visit his business on a brewing day.

Sandra Morrison, Director of Historical Society & Museum, stated that both the house and the garage are listed on the National Registrar of Historic Places and are prominent landmarks in Park City. She encouraged that the Council require a preservation façade easement before the sale; if it is donated by the owner, there may be a tax advantages. Ms. Butz relayed that a façade easement is required by the City upon completion of the project.

Michael Kaplan, resident, indicated that a couple of years ago, he bid on the property and the Council selected individuals who couldn't perform. This would never happen in the private sector and it was a frustrating experience for him. He alleged that the City's intent to sell was not very well publicized. Through an email to Council members, he invited questions on his proposal to use the property as a night club or performing arts venue and never heard from anyone. He asked why the property is not recommended to be sold to the highest bidder, like the other properties. Candace Erickson replied that she had no questions on his proposal. She was attracted to the Quaking Aspen Distillery's submittal because it is a day use, and something that doesn't exist anywhere else in town or in the Rocky Mountains. Members were looking for something unique and distinguishing for Park City. Kay Calvert also acknowledged that Aspen Distilleries was not the highest bidder, but a larger consideration is economic viability and other attributes, not just the dollars. Mayor Williams stated that members consciously looked *out of the box* for concepts and he disagreed with Mr. Kaplan's criticism on advertising. The City has an obligation to the public with regard to investments, but the highest bid is not necessarily the best return. Mr. Kaplan stated that the criteria should have been listed before inviting bids so that no one's time is wasted. The CUP process should also be conducted first.

Mike Sweeney, adjacent property owner, spoke to the letters of credit for improvements in the amounts of $500,000 for 703 Park Avenue and $188,000 for 664 Woodside Avenue, and asked for clarification on the performance requirement. What happens if the total specified amount is not expended on improvements? Alison Butz explained that Cooper Roberts Architects estimated $320,000 to rehabilitate the garage and the Chief Building Official recommended the remainder to bring the residence into compliance with the UBC. The $188,000 for Woodside Avenue was also supported by Ron Ivie, but no plans have been submitted. Mr. Sweeney asked what happens if the properties are not restored. The City Attorney explained that the City would exercise its rights under the agreement to draw from the bond and make the improvements ourselves. The Council considered the choice of making the improvements and selling the property or keeping more options open by having the improvements made by the new owner.

John Stafsholt appreciated that the Council didn't select the highest bidder over other criteria. The day use aspect is very important as is separating the Woodside Avenue property from this project area.

Chris Murray voiced his support for Quaking Aspen Distillery. This is a unique opportunity for Park City and he can't think of any downside. He shared his experience living next to an Anhauser Busch Brewery in Southern California and indicated that there were no negative impacts.

With no further input from the audience, the Mayor closed the public hearing. Joe Kernan stated his support for the Brewery and the importance of keeping it there for a long time. He asked that the City Attorney draft a deed restriction that would assure that any change in use would be acceptable to the City at that time. Candace Erickson stated that any change in use would have to be approved through the CUP process. Council member Kernan suggested language that would require City Council approval for any change in use. The City Attorney explained that staff would have to research methods to accomplish this while not negatively affecting Quaking Aspen's financing. However, when the property is subdivided there may be an opportunity to restrict uses as a part of the CC&Rs. Mr. Harrington continued to advise that it is hard to delineate conditions and yet maintain flexibility for future councils and reiterated that this approach requires further study. Jim Hier pointed out that limiting the uses for the property further than the zoning would severely diminish its value. He is extremely hesitant to place a restriction that would reduce the value of the property from its appraisal, which was conducted in a free market.

Kay Calvert believed that this issue should have been addressed during the negotiation process not now, and Mr. Kernan urged seeking a legal opinion. Mark Harrington reminded Council members that they discussed an option before the RFP was advertised that the City finance and/or lease the project in order to maintain long-term control. This was an option that Council declined to explore and there was a selection process based on the current proposal. He added that it is possible that Council may not review a new use if it is allowed in the underlying zoning.

There was discussion about spot zoning. Kay Calvert acknowledged Mr. Kernan's concerns, but did not feel that his request is reasonable or possible at this point in time. Mayor Williams cited his 17 years of experience as a realtor and commented that he has never seen any property encumbered by so many conditions. If the distillery goes away and the property reverts to single family, he stated that he *can live with that* and any new commercial use is subject to a CUP. Personally, he stated that he feels comfortable with the guidelines in place and invited a motion.

Joe Kernan, "I move we have the Attorney research it and delay this until our first meeting in January to make a final decision". Motion died for lack of a second. Jim Hier stated that prior to execution, he would like the opportunity to look at the final REPC for informational reasons. Jim Hier, "<u>I move we direct staff to enter into a real estate purchase contract with David Perkins, Quaking Aspen Distillery, for the sale of 703 Park Avenue in the amount of $1,035,000 as outlined in the staff report</u>". Kay Calvert seconded. <u>Motion carried</u>.

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

3. <u>Real estate purchase contract with Peter Silvero for the sale of 664 Woodside Avenue</u> – Alison Butz discussed Council's preference in separating bids for the Woodside and Park Avenue properties. Peter Silvero submitted the highest bid in the amount of $575,000 and plans to use it as his full-time residence. A letter of credit will be issued in the amount of $188,000 for rehabilitation and a façade easement will be donated to the City. The property is subject to all Planning Department processes. In response to a question from Marianne Cone, Ms. Butz explained that the property will be platted. The Mayor opened the public hearing.

David Bertinelli, resident, stated that he and his wife Rachel have resided at 664 Woodside for ten years. They have been trying to buy the house from the City for the last seven years and the last two and a half years have been very difficult. In April 2004, they were given less than three weeks to come up with a REPC. When they couldn't meet the deadline, they met with City officials who reluctantly agreed to draw up a contract. The signed contract had numerous errors, including one that the City would provide a construction loan in the amount of $110,000 to the Bertinellis. They could have signed it, but had it re-written to do the right thing. The next draft went from $110,000 to $140,000 and suddenly they had to come up with funds that amounted to nearly 50% of the cost of the house. Mr. Bertinelli stated that through the whole process and many communications, they were never told that they would have to guarantee construction funds. After several addendums, Mr. Bertinelli stated that he was contacted by Tom Bakaly who told him that if the contract was not signed in its present form, it would be considered rejection of the contract and he would recommend to the City Council that the property be auctioned and that they would have to move out in a couple of weeks. According to the REPC, they had two weeks to secure a $140,000 construction performance bond and ultimately the contract was voided. Mr. Bertinelli detailed his frustrations in meeting design deadlines and emphasized that they were not being difficult but were trying to buy their first home. He described their emotional attachment to the house and the month-to-month rental arrangement with the City. The decision is to sell the house to someone out of state while he and wife have lived in Old Town for 15 years. They offered $485,000 and the Council doesn't have to accept the highest offer. He stated that *it's all about money* which is sad.

With no further input from the audience, the Mayor closed the public hearing. Kay Calvert, "<u>I move to approve the real estate purchase contract with Peter Silvero for the sale of 664 Woodside Avenue</u>". Candace Erickson seconded. <u>Motion unanimously carried</u>.

These comments were made after item 4 was introduced, but appear here for reference purposes.

Heidi Gatch, realtor for Peter Silvero, asked why there is no performance bond attached with the sale of 222 Grant Avenue. Mayor Williams stated that the house needs to be upgraded but not to the extent of the other structures. These bond performance requirements are *new*. She didn't feel Mr. Silvero plans to renovate until he retires in a couple of years and she didn't have an opportunity to review the REPC. Mayor Williams noted that if Mr. Silvero declines to sign the contract, the bid process will begin again. Jim Hier explained that the Watts structures do not meet the UBC and Council felt this was a good mechanism to ensure the upgrades were made. Candace Erickson pointed out that neglect leads to demolition. Ms. Gatch suggested that the contact specify a time period to complete improvements. Mr. Bakaly stated that this may be a substantial change and staff will need to study this further. Phyllis Robinson suggested a condition that no building permits are pulled until the bond is posted and Mark Harrington suggested approving draft as written and if it is substantially different, he will bring it back to Council.

4. <u>Real estate purchase contract with Kurt Peterson for the sale of 222 Grant Avenue</u> – Phyllis Robinson explained that Council requested an appraisal of this property which was acquired as part of the Imperial Hotel purchase. A notice of intent to sell was advertised and staff received a total of four offers on this property. Staff is recommending the sale of 222 Grant Avenue to Kurt Peterson in the amount of $401,000. The Mayor opened the public hearing and Heidi Gatch rendered comments

on the 664 Woodside Avenue property (see above). Candace Erickson, "I move approval of a real estate purchase contract with Kurt Peterson for the sale of 222 Grant Avenue, as referenced in the staff report". Kay Calvert seconded. Motion unanimously approved.

5. Real estate purchase contract with Trent Handsaker and Ryan McCormick for the sale of 148 Main Street – Phyllis Robinson explained that the property includes Lots 8 and 9 and there is a requirement that the historic Tallon House be moved forward and rehabilitated. The intent to sell was advertised, three offers were received for 148 Main Street and staff is recommending the sale for $450,000 with the requirement that the house be moved in a timely manner. The property is subject to all Code requirements. The Mayor opened the public hearing.

Doug Stephens, resident and Main Street property owner, stated that he was involved in the HPB discussions that the historic home in the back be moved in order to create a public park. This sale is a little different than that envisioned by the HPB. A plat amendment will be required to combine the lots and a non-conforming lot may be created (less than 1,875 square feet). Additionally, the LMC requires ten foot rear and front yard setbacks on new construction which will make the house design a challenge. He felt that moving the Tallon House so it is part of the environment on Main Street is positive. The historic home, after removing the addition in the rear, is probably only 200 square feet and he feared a new house will conflict with Historic District Guidelines and dwarf the Tallon House. He acknowledged the City Council's fiduciary responsibility to the public. He felt that the public's use of the property is minimized by only having a 25 foot access to the public space in the rear. He urged the purchaser to proceed with a design review process ahead of time before he is obligated to purchase.

In response to questions from Marianne Cone, the City Attorney pointed out that the planning process is required prior to closing and is contemplated in the draft. She disagreed with Mr. Stephens and felt that 25 feet is sufficient space for access and suggested that the garage be situated to the north and the house to the south, taking advantage of solar energy.

Christopher Bush, member of the purchasing group, acknowledged that the property is difficult but they have hired an architect. With no further public input, the Mayor closed the public hearing.

Dana Williams expressed his confusion with Mr. Stephen's comments, because he is a historic preservation consultant to the City. Doug Stephens explained that he wasn't professionally involved in this project because of the conflict of being an adjacent property owner and his comments tonight are rendered as a citizen. Phyllis Robinson added that the Chief Building Inspector and Planning Director have looked at the lot configuration.

Marianne Cone, "I move that we direct staff to enter into a real estate purchase contract with Trent Hansaler and Ryan McCormick for 148 Main Street in the amount of

$450,000 in a form to be approved by the Legal Department". Jim Hier seconded. Motion unanimously carried.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. Chief Lloyd Evans relayed the Department's appreciation of Kay Calvert's support over her years of service and presented her with a certificate of appreciation.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property". Candace Erickson seconded. Motion carried unanimously.

The meeting opened at approximately 5 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

DATE: January 12, 2006
DEPARTMENT: City Manager
AUTHOR: Janet M. Scott, City Recorder
TITLE: Mayor Pro-Tem Appointments and Setting Meeting Dates
TYPE OF ITEM: Administrative and legislative

SUMMARY RECOMMENDATIONS: Appointing a Mayor Pro Tem and Alternate Mayor Pro Tem and adopting resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions.

DESCRIPTION:

Topic. Appointments and setting meeting dates are both housekeeping matters which occur at the first meeting of the year. Setting meeting dates is a requirement of state code and associated resolutions are often required attachments to bond resolutions.

Background. Over the years, there has been an effort to provide all City Council members the opportunity to serve as Mayor Pro Tem, if possible, and historically the Alternate Mayor Pro Tem moves into the Mayor pro Tem position the next year. City Council members with the most years of service (and in ties, then the highest number of votes) have been appointed as Mayor pro Tem and Alternate Mayor pro Tem for one year terms.

Last year, Kay Calvert served as Mayor Pro Tem, Jim Hier in 2004, and Candy Erickson in 2003. If Council agrees with this methodology, it is recommended to appoint Joe Kernan as Mayor Pro Tem, and Marianne Cone, Alternate Mayor Pro Tem in 2006. It should be emphasized that the manner of appointments is at the sole discretion of the Mayor and City Council and can be altered at any time.

ALTERNATIVES:

A. Approve, as recommended.

B. Deny, not really an option. The Council has the discretion to change the manner of appointing the Mayor Pro Tem and to change the time, dates, and/or location for meetings. However, state law requires that meeting dates be adopted by resolution, which logically occurs at the first meeting of the year.

C. Continue to make changes.

RECOMMENDATION. See Summary Recommendation.

Resolution No. 1-06

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 2006

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The meeting schedule for the City Council in 2006 is as follows:

January 12, 26	July 6, 13, 20, 27
February 2, 9, 16, 23	August 3, 10, 17, 24, 31
March 2, 9, 16, 23	September 7, 14, 21, 28
April 6, 13, 20, 27	October 5, 12, 19, 26
May 4, 11, 18, 25	November 2, 9, 16, 30
June 1, 8, 15, 22, 29	December 7, 14, 21, 28

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific date, time, and location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 12th day of January, 2006.

PARK CITY MUNICIPAL CORPORATION

City Council Staff Report

PUBLIC WORKS

Author: Kathy Dunks
Subject: BOOTHILL TANK FINAL DESIGN, BIDDING & CONSTRUCTION ADMINISTRATION
Date: January 12, 2006
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Stantec Consulting for the Boothill Tank Final Design, Bidding, and Construction Administration in an amount not to exceed $33,000.

Description:

Topic:
Boothill Tank final design, bidding & construction administration.

Background:
The new Boothill Tank was designed in 2004 as part of the valve vault and pipelines project that was constructed during the summer of 2005. The tank was not constructed due to funding constraints, so the valve vault and pipelines were broken off as a separate project.

Funding is now available through State CIB loans, so the tank is proposed to be constructed this summer. The tank is for supplementary storage needed in the Boothill zone. The Boothill pressure zone is the hub of the Park City water system, with other zones pulling water from Boothill. Growth that is occurring has prompted the need for the tank's construction.

Analysis:
Stantec Consulting completed the design in 2004, but after having the tank separated from the rest of the project, work needs to be done to the construction drawings to prepare them for bidding as an independent project. Since Stantec did the original design and have all of the files and knowledge of the project, Staff is recommending to contract with them to complete the plans, bidding process, and support the construction in an engineering capacity. Proposals from multiple firms were not solicited as Staff believes it makes practical sense for Stantec to complete the work and Professional service contracts are exempt from competitive bidding per City policies. Additionally, if a different Professional Engineer were hired to modify drawings and complete the

bidding process, they would have to review the entire design prior to stamping the final drawings. This would cost the City additional unnecessary funds.

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

Alternatives:

A. Approve the Request:
Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Stantec Consulting for the Boothill Tank Final Design, Bidding, and Construction Administration in an amount not to exceed $33,000.

B. Deny the Request:
Council could deny Staff's request. The schedule of the construction of the Boothill tank could be delayed.

C. Continue the Item:
Council could continue the request. The schedule of the construction of the Boothill tank could be delayed.

D. Do Nothing:
Staff does not recommend this alternative. The schedule of the construction of the Boothill tank could be delayed.

Recommendation:
Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Stantec Consulting for the Boothill Tank Final Design, Bidding, and Construction Administration in an amount not to exceed $33,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and STANTEC CONSULTING INC., 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 **($33,000) THIRTY THREE THOUSAND** 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. <u>REPORTS AND INSPECTIONS</u>.

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. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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.

STANTEC PROJECT MANAGEMENT SYSTEM (SPMS) - TASK COST REPORT

Client:	**PARK CITY MUNICIPAL CORP**
Project:	2006 Engineering Services
Description:	Boothill 2.0 MG Storage Reservoir
Project Mgr:	M Kobe
Start Date:	15-Jan-06 Estimated
Scope:	Revise existing drawings and bid 2 mg tank. Provide Construction Review services.

Personnel Categories:		Assigned:	
1	16 Sr. Proj Engineer,PE /Principal	FCD	6
2	14 Project Engr./Sr.Assoc./Assoc.	MPK	7
3	11 Engr./Assoc. Engr./Enviro.Engr.	NNK	8
4	8 Sr.Designer/Designer/CAD	CT	9
5	6 Sr.Designer/Designer/CAD	SW	10

Bill Group	Phase Code	Task Code	Task Description	Schedule Weeks Start Wk #	Start Date	Finish Wk #	Finish Date	1 16.00 FCD	2 14.00 MPK	3 11.00 NNK	4 8.00 CT	5 6.00 SW	6 11.00 BZ	7 13.00 JRB	8 11.00 Crew	9 6.00 SRB	10 9.00 SAY	Total Hours	Total Labor Charges
001		**REVISE DRAWINGS AND SPECIFICATIONS**																	
		001	Revise Site Grading, Drainage, Piping Plans	1	1/15	4	2/9		1	2		4						7	$638
		002	Revise Structural Design and Plan Sheets	1	1/15	4	2/9		1	2		4						7	$638
		003	Revise Overflow Outfall from Bubble Up Structure.	1	1/15	4	2/9		2	4		4						10	$1,000
		004	Revise Access Road to Avoid PP	4	2/5	5	2/16		2	4		4						10	$1,000
		005	Prepare Opinion of Probable Construction Cost	4	2/5	5	2/16	4	4	4								12	$1,684
		006	Prepare Opinion of Probable Construction Cost	4	2/5	5	2/16	4	4	4								12	$1,684
		007	DDW Permit Application Documents	4	2/5	5	2/16		2	4						4		10	$1,020
		008	Final Plan and Bid Doc Coordination with PCMC	4	2/5	5	2/16		4	8								12	$1,448
		009	Final Bid Documents and Technical Specs	5	2/12	6	2/23	2	4	8		8						22	$2,336
		010	Field Bidder Questions, Respond to RFI's	7	2/26	9	3/16		8	8		4				8		28	$2,892
		011	Pre-Bid, Bid Opening, and Bid Review	10	3/19	11	3/30		8	16								24	$2,896
		012	Prepare NOA, NTP, Attend Pre-Con	11	3/26	14	4/20		8	16						8		32	$3,488
				Phase Subtotal				10	48	80		28				20		186	$20,724
002		**CONSTRUCTION ADMINISTRATION**																	
		001	Assist With Submittal Reviews	16	4/30	20	6/1		8	16						8		32	$3,488
		002	Assist with RFI's from Contractor	20	5/28	36	9/21		8	16						8		32	$3,488
		003	Prepare Construction Record Drawings	36	9/17	38	10/5		4	8		16						28	$2,552
		004	Assist With Preparation of Operating Permit	36	9/17	38	10/5		4	8		4				2		18	$1,872
				Phase Subtotal					24	48		20				18		110	$11,400

Summary

		1	2	3	4	5	6	7	8	9	10	Total Hours	Total Labor Charges
REVISE DRAWINGS AND SPECIFICATIONS	Phase Subtotal	10	48	80		28				20		186	$20,724
CONSTRUCTION ADMINISTRATION	Phase Subtotal		24	48		20				18		110	$11,400
	TOTAL PROPOSED SERVICES	10	72	128		48				38		296	$32,124

Boothill Tank TCR Oct 2005, 1 4 06 rev BH Tank Printed: 1/5/2006

City Council Staff Report

HUMAN RESOURCES

Author: Brooke Schroeder
Human Resources

Subject: Council Appointments to Employee Transfer & Discharge Appeal Board

Date: January 12, 2006

Type of Item: Administrative

Summary Recommendations:

Description:
At the first council meeting of each year Council will appoint two members and an alternate to serve on the Employee Transfer & Discharge Appeal Board.

Topic:
The Employee Transfer Discharge and Appeal Board (ETDAB) consists of two appointed council members, an alternate to serve in their absence, three elected employees and an alternate from all employees represented. This appointment is in accordance with Utah State Code.

Background:
In November of 1999 council approved the establishment of ETDAB according to Section 2-6-2 within Title 2, Chapter 6 of the Municipal Code in conjunction with Park City Municipal Policies and Procedures and as set forth in Utah Code Annotated 10-3-1106, as amended. This statute prohibits the discharge or transfer of employees to a position with less remuneration because of the employee’s politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of departments. The statute also provides that any employee who is discharged or transferred from one position to another, for any reason, shall have the right to appeal the discharge or transfer the ETDAB. A formal appeal has not been heard by the ETDAB in almost two decades.

Analysis:
The ordinance approving the establishment of the ETDAB was passed by Council in November of 1999. The appointment of council members must be made during the first regular council meeting of each year. The ETDAB consists of two Council members, currently Jim Hier and Marianne Cone with Joe Kernan as an alternate and three full-time regular City employees. Staff elected to serve for this year includes Rod Ludlow, Public Safety, Karen Maxwell, Finance Department, Ron Ivie, Building Department, and Pam Evans as an alternate. The ETDAB meets only if and when a formal appeal challenging a transfer or discharge is filed by a City employee.

Department Review: Legal Department and Human Resources

Alternatives:

Approve the Request:

Council is being asked to appoint two members and an alternate based on prior approval of ETDAB.

Deny the Request:

Denying the request should not be an option as prior approval has already been made.

Continue the Item:

Significant Impacts:

There are no significant impacts. This action coincides with the council liaison appointments to other boards and committees regularly occurring in January of each year.

Consequences of not taking the recommended action:

Failure to make the required appointments would leave the City out of compliance with policies and procedures.

Recommendation:

The City Council should appoint two members and an alternate to serve on the Employee Transfer and Discharge Appeal Board for one year to remain in compliance with Park City and Utah State Code.

Administrative Rules of the
Employee Transfer and Discharge Appeals Board (ETDAB)

These rules are to be adopted by the ETDAB at their first meeting. A board member should recuse himself/herself if the appellant is a direct report of the board member or someone with whom the board member shares a family relationship as that relationship is defined in Section 2.7 of the Policy and Procedures Manual.

The appeal shall be taken by filing a written notice of the appeal with the City Recorder within ten days after the discharge or transfer. Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the members of the Appeal Board. Upon receipt of the referral from the City Recorder, the Appeal Board shall forthwith commence its investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The employee shall be entitled to appear in person and to be represented by counsel, to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.

In the event the Appeal Board upholds the discharge or transfer, the officer or employee may have 14 days thereafter to appeal to the governing body whose decision shall be final. In the event the Appeal Board does not uphold the discharge or transfer, the case shall be closed and no further proceedings shall be had.

The decision of the Appeal Board shall be by secret ballot and shall be certified to the City Recorder within 15 days from the date the matter is referred to it. The Appeal Board may, in its decision, provide that an employee shall receive his salary for the period of time during which he is discharged, or any deficiency in salary for the period he was transferred to a position of less remuneration but not to exceed a 15 day period. In no case shall the appointive officer or employee be discharged or transferred, where an appeal is taken, except upon a concurrence of at least a majority of the membership of the governing body of the municipality.

In the event that the Appeal board does not uphold the discharge, or transfer, the City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the Appeal Board's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

CITY COUNCIL
STAFF REPORT

Subject:	**UNITED PARK CITY MINES COMPANY** **CREATION OF ANNEXATION TASK FORCE**
Date:	**January 12, 2006**
Type of Item:	**Administrative**

RECOMMENDATION: Staff recommends that the City Council Review adopt the proposed resolution forming a Task Force for review of the Annexation Petition.

DESCRIPTION

Project Name:	United Park City Mines Company – PCMR Ski Lease area
Project Planner:	Brooks T. Robinson
Applicant:	United Park City Mines Company
Location:	Metes and Bounds Parcels located immediately west of the corporate boundaries of Park City encompassing the Park City Mountain Resort Ski Lease lands.

BACKGROUND

On Friday January 6, 2006, the City received a petition for annexation from the United Park City Mines Company (UPCM) of approximately 2,800 acres of land west of Park City.

Due to the timing of receiving the petition, staff has not had an adequate opportunity to completely review the application and the pre-annexation agreement. After determining that the annexation petition application is complete pursuant to the City's Annexation Policy Plan, staff will schedule this petition for City Council acceptance or rejection at its first regularly scheduled meeting which meets the14 day standard required by state law.

ANALYSIS

At this time, Council is not being asked to accept or reject the petition or the pre-annexation agreement. However, Council is being asked whether to form a Task Force by Resolution in anticipation of future action on the Annexation Petition. Adoption of the Resolution in no way indicates acceptance or rejection of the Annexation Petition or Pre-Annexation Agreement.

At the November 17, 2005 joint work session, Council gave direction it wanted to create a task force to review an annexation petition on the subject area. The Task Force will consist of two members of the City Council, three Planning Commissioners and one ex-officio non-voting summit County Planning Commissioner. The duties are limited to zoning and density transfer analyses.

ALTERNATIVES

- Adopt the Resolution forming the Task Force; or
- Do nothing or continue the item.

RECOMMENDATION

Staff recommends the Council adopt the Resolution.

EXHIBITS

Exhibit A -- Proposed Resolution

Resolution No. -06

RESOLUTION ESTABLISHING THE UNITED PARK CITY MINES COMPANY/PARK CITY MOUNTAIN RESORT SKI LEASE LANDS ANNEXATION TASK FORCE

WHEREAS, on November 17, 2005, a joint work session was held between the City Council and Planning Commission at which time direction was given to create a joint task force to review density, zoning and General Plan elements applicable to a possible annexation of United Park City Mines Company lands located to the west of the Park City Municipal Corporation boundaries and encompassing approximately 2.800 acres of the Park City Mountain Resort ski lease area; and

WHEREAS, on January 6, 2006, the City received an Annexation Petition for said lands in addition to a draft Pre-Annexation Agreement; and

WHEREAS, the intent of the City Council in forming this Task Force is to provide early input to the Planning Commission and applicant on major components of the application, without effecting the overall procedural requirements of annexation review as required by the Land Management Code and state law; and

WHEREAS, adoption of this Resolution in no way indicates acceptance or rejection of the Annexation Petition or Pre-Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the UPCM/PCMR Annexation Task Force is established as follows:

SECTION 1. MEMBERSHIP. The membership of UPCM/PCMR Annexation Task Force shall include two members of the City Council appointed by the City Council, three Planning Commissioners appointed by the Planning Commission, and one ex-officio, non-voting Summit County Planning Commissioner appointed by Summit County Planning Commission. The Planning Department shall provide all staff and administrative support as necessary.

SECTION 2. DUTIES. The UPCM/PCMR Annexation Task Force shall conduct a review and provide a recommendation on the annexation petition, as well as designation of underlying zoning and appropriate transfer of density. The review and recommendation shall occur prior to the Planning Commission forwarding a recommendation on the annexation petition to the City Council.

Chairperson. One of the appointed City Council members shall serve as chairperson of the Task Force. The Chairperson shall vote.

Quorum. No business shall be conducted without a quorum at the meeting. A quorum shall consist when a majority (at least 3) of the voting members is present. All meetings must comply with the Utah Open and Public Meetings Act.

Voting. All actions of the Task Force shall be represented by a vote of the membership. A simple majority of the members voting at a meeting shall approve any proposed action.

SECTION 3.TERM. The Task Force shall dissolve upon final recommendation to the Planning Commission on the proposed annexation petition, but in no event shall the Task Force remain active past January 12, 2007, without subsequent City Council approval.

PASSED AND ADOPTED this 12th day of January, 2006.

City Council Staff Report

Author: Kathy Dunks
Subject: ELECTRICAL CONTRACTOR GENERAL SERVICES FOR WATER SYSTEM
Date: January 12, 2006
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with I-D Electric, Inc. for Electrical Contractor General Services for a term of three years and an amount not to exceed $90,000.

Description:

Topic:
Electrical Contractor General Services for Water System

Background:
Water Staff has the need for professional electrical contracting services on an on-going basis. The Park City water system is extremely complex and quite automated. It is important to have electrical expertise immediately available to water staff to address unforeseeable system problems and to address identifiable near term projects and services.

I-D Electric, Inc. has been providing electrical contracting services for the Water System for at least 10 years. They have been providing general services on an as-needed basis and have been paid as a vendor. As the complexity of the system increases, their knowledge and experience becomes more valuable, and their volume of work is increasing. With the increasing complexity of the system, continuity of service has become more critical. Past capital projects have demonstrated the value in having consistency in system integration through using a Contractor with Park City Water System experience. Staff believes that having a contract for the general services would serve as a means to provide the necessary continuity and consistency.

Staff solicited Statements of Interest and Qualifications (SOI) through ads in the Park Record in December 2005. Two Contractors picked up the RFP package, one of which was I-D Electric, and only I-D Electric submitted an SOI. A review committee comprised of staff from Public Works reviewed the SOI to ensure they meet the selection criteria outlined in the RFP. There was a consensus of the review committee to recommend I-D Electric, Inc. to Council.

Analysis:
I-D Electric Inc. knows the system and they have the specialized experience and knowledge necessary to integrate new components into the system and to troubleshoot existing systems. They currently have the capability to be able to dial into the electrical control systems remotely. This has saved time and money in that a lot of problems can be solved from their office or homes when problems occur after hours.

The proposed attached contract includes set hourly rates for I-D Electric staff along with a set materials mark-up formula. General services will be billed based on these rates.

Department Review:
This staff report has been reviewed by Public Works, Legal, Budget/Debts/Grants, City Manager, and Selection Committee.

Alternatives:

Approve the Request:
Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with I-D Electric, Inc. for Electrical Contractor General Services for a term of three years and an amount not to exceed $90,000.

Deny the Request:
Council could deny Staff's request. As the volume of work increases due to the increased system complexity, it will take Staff time to solicit bids for individual task items per City procurement policies.

Continue the Item:
Council could continue the request. As the volume of work increases due to the increased system complexity, it will take Staff time to solicit bids for individual task items per City procurement policies.

Do Nothing:
Staff does not recommend this alternative. As the volume of work increases due to the increased system complexity, it will take Staff time to solicit bids for individual task items per City procurement policies.

Significant Impacts:
This Agreement will be funded through the Water Operating Fund. The operating fund has been used to pay for I-D Electric's work in the past. The City has similar multi-year contracts for the City Auditors.

Recommendation:
Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with I-D Electric, Inc. for

Electrical Contractor General Services for a term of three years and an amount not to exceed$90,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and I-D ELECTRIC, INC., 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 **($90,000) Ninety Thousand** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on January 31, 2009 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. INSURANCE.

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:

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. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

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. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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

Scope of Project

The electrical contractor selected shall provide general electrical contracting services for the Park City Water Department. Work may include, but not be limited to:

- Repair and troubleshooting of existing equipment including pump controls, valve actuators, PLC's, HMI's, heating equipment, security equipment, VFC's, soft starts, UV systems, etc.
- Programming of Allen Bradley PLC's and HMI's
- Familiarization with Abbey RTU's
- Calibration of Analog systems.
- Installation of new electrical equipment as part of system upgrades such as upgrades to controls on PRV stations and Pump stations or partial new installations in PRV and pump stations.
- 24-hour, 365-day, Emergency on-call response for electrical equipment and/or PLC failure or problems.

EXHIBIT B

I-D Electric, Inc.
Electrical Contractors
3690 South 500 West, #101
Salt Lake City, Utah 84115
(801) 268-1471 Fax (801) 268-2112

January 9, 2006
Attention: Kathy Dunks

LIST OF ELECTRICIANS

	ELECTRICIAN	STATUS
1	Richard J.Jensen	Master Electrician
2	Sterling A. Rasmussen	Master Electrician
3	Edward A. Vincent	Master Electrician
4	Kim I. Olson	Master Electrician
5	Bruce A. Fuller	Journeyman Electrician
6	Bret Bishop	Journeyman Electrician
7	Douglas Edwards	Journeyman Electrician
8	Terry L. Park	Journeyman Electrician
9	Wade W. Smith	Journeyman Electrician
10	Mark Olson	Journeyman Electrician
11	L. Gregg McCombs	Journeyman Electrician
12	Simpson Garth Huffaker	Journeyman Electrician
13	Jeffrey B. Ostler	Journeyman Electrician
14	James William Green	Journeyman Electrician
15	Jonathan T. Wayment	Journeyman Electrician
16	Jake Richins	Journeyman Electrician
17	Kim A. Olson	Journeyman Electrician
18	William R. Stewart	Journeyman Electrician
19	Chet Donald Hunter	Journeyman Electrician
20	James Lesie Hinman	Journeyman Electrician
21	Stephen Stauffer	Journeyman Electrician
22	Anthony Charles Erickson	Journeyman Electrician
23	John A. Smart	Journeyman Electrician
24	Luke Richins	Journeyman Electrician
25	Ken Caldwell	Journeyman Electrician
26	Judd G. Beagley	Journeyman Electrician
27	Lawrence Dallas Pace	Journeyman Electrician
28	Jason Leiter	Residential Journeyman
29	Dustin Fleagle	Residential Journeyman

30	Jeremey Luna	Residential Journeyman
31	James Paul Whitmore	Apprentice Electrician
32	Kevan Tyrell Nilsson	Apprentice Electrician
33	David K. Holmgren	Apprentice Electrician
34	Richard Mark Olson	Apprentice Electrician
35	Cheyne Hunter	Apprentice Electrician

LABOR RATE

STATUS	REGULAR	SPECIALTY	OVERTIME	HOLIDAY
Master Electrician	$75	$100	1.5 X	2 X
Journeyman	$65		1.5 X	2 X
Apprentice 2-4 years	$55		1.5 X	2 X
Apprentice 0-2 years	$45		1.5 X	2 X

Specialty work is defined as Engineering, Design, Consultation, and PLC programming and design. Emergency service calls are billed at a minimum of 2 hours. Overtime and Holiday rates are billed at a minimum of 2 hours, unless negotiated, or take more than 2 hours. Residential Journeyman are considered to be 2 year + apprentices.

Sincerely,

Ed Vincent

If I-D Electric handles the purchase of material and equipment, the equipment markup is 15% plus taxes.

City Council
Staff Report

PARK CITY 1884

Author:	**Kathy Dunks**
Subject:	**PARK MEADOWS WELL UV DISINFECTION SYSTEM PROCUREMENT**
Date:	**January 12, 2006**
Type of Item:	**Administrative**

PUBLIC WORKS

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Procurement Agreement, in a form approved by the City Attorney, with Trojan Technologies for the procurement of the Park Meadows Well UV Disinfection System for a lump sum amount of $93,800.

Description:
Topic:
Park Meadows Well UV Disinfection System procurement.

Background:
After receiving the letter from the Utah State Division of Drinking Water (DDW) dated September 8, 2005, that documented that UV disinfection could be allowed through filtration avoidance regulations, Staff recommended to City Council to authorize the City Manager to execute an agreement with Carollo Engineers to design the Park Meadows Well Treatment Facility. Council voted to approve the recommendation on October 6, 2005, and Carollo has since begun design.

As part of the design, the UV reactor needs to be procured. Carollo compiled a bid package detailing the specifications for the reactor and sent the package to six suppliers. This is specialized equipment, so suppliers are somewhat limited. The procurement was also advertised in the Park Record per City procurement policy. Two proposals (submitted by Trojan Technologies and US Filter) were received prior to the submittal deadline and were evaluated. Two additional proposals were received after the submittal deadline, were deemed unresponsive, and were not opened.

Analysis:
Carollo reviewed the two accepted proposals and prepared an analysis. The analysis is presented in a letter Carollo sent to Staff (attached).

The result of the analysis was to recommend awarding the contract to Trojan Technologies. Staff agrees with the analysis presented by Carollo.

Department Review:

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

Alternatives:

Approve the Request:

Staff recommends Council authorize the City Manager to execute a Procurement Agreement, in a form approved by the City Attorney, with Trojan Technologies for the procurement of the Park Meadows Well UV Disinfection System for a lump sum amount of $93,800.

Deny the Request:

Council could deny Staff's request. Denying the request would delay the much-needed Park Meadows Well treatment completion.

Continue the Item:

Council could continue the request. Continuing the request would delay the much-needed Park Meadows Well treatment completion.

Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the much-needed Park Meadows Well treatment completion.

Significant Impacts:

The Park Meadows Well Treatment Facility project is funded in the approved FY05/06 budget. The UV Reactor procurement is included in the project budget.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Procurement Agreement, in a form approved by the City Attorney, with Trojan Technologies for the procurement of the Park Meadows Well UV Disinfection System for a lump sum amount of $93,800.

carollo engineers

Dedicated to creative, responsive, quality solutions for those we serve.

January 4, 2006
7340A10

Park City Municipal Corporation
1053 Iron Horse Drive
Park City, UT 84060

Attention: Kathy Dunks

Subject: Well Disinfection System Proposal Review

Dear Ms. Dunks:

Carollo Engineers has reviewed the proposals received for the Park Meadows Well Disinfection System. Two proposals (submitted by Trojan Technologies and US Filter) were received before the submittal deadline and were evaluated. Two additional proposals were received after the submittal deadline and were not opened.

In accordance with our evaluation, Carollo recommends that Trojan Technologies be awarded the contract. A summary of the evaluation follows:

- Capital Cost

  Trojan Proposal Cost - $93,800

  US Filter Proposal Cost is $109,276

- Supplier Experience and Performance Record

  Trojan Technologies has numerous UV disinfection system installations on both drinking water and wastewater systems within the United States. Carollo has had experience working with this supplier and has been satisfied with their performance.

  US Filter is a leader in the water and wastewater treatment equipment industry. They have recently begun marketing the proposed UV system in the United States, and there are no permanent installations in the US. They do have many installations in Europe. Carollo does not have any experience with the proposed equipment at this time.

- System design considerations

  The Trojan submittal included the provision of one reactor and one control/ballast cabinet. The reactor and cabinet are of a size that will allow installation without any modification to the building structure, and moderate changes to the piping within the building.

  The US Filter submittal includes two reactors and one control cabinet. The installation of two reactors within the existing Park Meadows Building will be

1265 EAST FORT UNION BOULEVARD, SUITE 200 • SALT LAKE CITY, UTAH 84047-1815 • (801) 233-2500 • FAX (801) 233-2501
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difficult to achieve, and ease of operation would have to be sacrificed to enable the installation without modifying the building.

- Operation and Maintenance

  The Trojan system includes an automatic chemical/physical wiper that should decrease the operator time required for performing chemical cleanings. The system will need to be shut down every few months for regular maintenance.

  The US Filter system includes a physical wiper system, but must be removed from service for chemical cleaning. The chemical cleaning procedure would include shutting down the well and draining the water from the reactor and adjacent piping, removing the quartz sleeves and cleaning with an acid or anti-scalant, installing the sleeves in the reactor, and then return the well to service.

Other factors in the evaluation such as operational costs, and delivery time were similar for the systems evaluated.

The Trojan proposal has been reviewed for general conformance to the Contract Documents and appears to be in compliance. System Validation is scheduled to be complete by mid-January, 2006. The supplier has provided a schedule that will result in equipment delivery by the end of March, 2006 as required in the Contract Documents. This will allow one month for installation, start-up, and testing before putting the well into service on May 1, 2006.

Sincerely,

CAROLLO ENGINEERS, P.C.

Cory Christiansen, P.E.

CC:bd

DOCUMENT 00520

CONTRACT

THIS PROCUREMENT CONTRACT (herein called Contract) is by and between Park City Municipal Corporation (herein called OWNER) and Trojan Technologies Inc. (herein called SUPPLIER).

OWNER and SUPPLIER, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - GOODS AND SERVICES

1.01 SUPPLIER shall provide Goods and Services as specified or indicated in the Procurement Documents based on the acceptance by OWNER of SUPPLIER's Proposal.

1.02 The Goods to be furnished are generally described as follows: A complete and functional UV Disinfection System consisting of a UV reactor and all required ancillary equipment.

1.03 The following Services are required: Engineering, start-up assistance and field testing as described within these documents.

1.04 The agreed upon Goods and Services shall be provided within the times established by the following schedule:

Delivery of Submittal Package No. 1 as defined in Section 11287	January 23, 2005
Delivery of Submittal Package No. 2 as defined in Section 11287	30 days prior to equipment delivery
Delivery of equipment to the Point of Delivery	
Earliest acceptable delivery	February 1, 2006
Completion of delivery	April 1, 2006
Delivery of Submittal Package No. 3 as defined in Section 11287	May 1, 2006

1.05 The places where Goods are to be delivered (Point of Delivery) is designated as Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, Utah 84060-1480.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Carollo Engineers, P.C. who is referred to in the Procurement Documents as ENGINEER. ENGINEER, and its duly authorized agents, are to act as OWNER's representatives and assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the General Conditions.

ARTICLE 3 - PAYMENT AND PROCEDURES

3.01 Progress Payments. SUPPLIER shall submit an Application for Payment to CONTRACTOR, claiming the amount due in accordance with the schedule of payments and the Procurement Documents.

3.02 Schedule of Payments. SUPPLIER shall be entitled to claim payments for Goods and Services in accordance with the following schedule:

Goods and Services Provided	Payment (Cumulative Percentage of Contract Price)
Receipt of preliminary O&M Manual	25
Receipt and acceptance of all equipment in acceptable condition	85
Completion of installation by CONTRACTOR, including startup, field testing, and installation check	95
Final acceptance by OWNER	100

3.03 Retainage. OWNER shall retain from progress payments, through and including payment made for acceptance of Goods at the Point of Delivery, 10 percent of the payment authorized.

3.04 Final Payment. Upon completion of installation and final acceptance by OWNER of all Goods and Services of the SUPPLIER, final payment and release of retainage may be claimed by SUPPLIER through the CONTRACTOR.

Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 4 - LIQUIDATED DAMAGES

4.01 OWNER and SUPPLIER recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Goods and Services are not furnished within the times specified in Article 1, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Goods and Services are not furnished on time. Accordingly, instead of requiring any such proof, OWNER and SUPPLIER agree that as liquidated damages for delay (but not as a penalty) SUPPLIER shall pay OWNER the following sums for each day that expires after the times indicated:

Item	Liquidated Damages, per day
Completion of delivery of Goods to the Point of Delivery	$500.00

OWNER shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to SUPPLIER, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 5 - PROCUREMENT DOCUMENTS

5.01 The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER consist of the following:

A. This Contract, Document 00520;

B. Exhibits to this Contract;

C. Notice to Proceed;

D. Project Requirements;

E. Specifications;

F. Drawings

G. Supplementary Conditions, Document 00800;

H. General Conditions, Document 00700;

I. SUPPLIER's Proposal;

J. All documents amending, modifying, or supplementing the Procurement Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.

Any inconsistencies in the documents making up the entire contract will be resolved according to the individual documents in this order.

5.02 There are no Procurement Documents other than those listed in this article. The Procurement Documents may be amended, modified, or supplemented only as provided in the General Conditions.

ARTICLE 6 - ASSIGNMENT OF PROCUREMENT CONTRACT

6.01 This Contract will be assigned by OWNER to CONTRACTOR, and SUPPLIER will accept such assignment, pursuant to the Procurement Documents. In the application of the terms and conditions of the Procurement Documents after said assignment, SUPPLIER will function as a subcontractor to the CONTRACTOR, and all obligations of SUPPLIER to OWNER will become obligations of SUPPLIER to the CONTRACTOR. Notwithstanding this assignment, the guarantees and warranties specified in the Procurement Documents are intended for the benefit of OWNER and the CONTRACTOR, and may be enforced by either party.

6.02 Assignment of the Procurement Contract shall be accomplished on Document 00608, a copy of which is attached to this Procurement Contract.

ARTICLE 7 - MISCELLANEOUS

7.01 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

7.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents, except an assignment or transfer of this Contract to CONTRACTOR, under the terms and conditions of the Procurement Documents, shall not be deemed an "assignment" subject to the provisions set forth hereinbefore.

7.03 OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Procurement Documents.

7.04 The business address of SUPPLIER given herein is hereby designated as the place to which all notices, letters, and other communication to SUPPLIER will be mailed or delivered. The address of OWNER appearing herein is hereby designated as the place to which all notices, letters, and other communication to OWNER shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to ENGINEER and to the other party.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Contract. Two counterparts have been delivered to OWNER, and one counterpart each has been delivered to SUPPLIER, Surety, and ENGINEER.

This Contract will be effective on ____.

OWNER:	SUPPLIER:
Park City Municipal Corporation	______________________________
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________
Address for giving notices:	Address for giving notices:
1053 Iron Horse Drive, PO Box 1480	______________________________
Park City, UT 84060-1480	______________________________

Approved as to Form:

____

____

Attorney for OWNER

END OF DOCUMENT

City Council
Staff Report

Author: Aziz Kurdi
Subject: ERP System Software Update and Request for Award of Contract.
Date: 1-12-06
Type of Item: Administrative

Summary Recommendation – City Council should authorize the City Manager to enter into a service provider contract with Tyler Technologies, INC., in a form approved by the Legal Department, for application software and services in an amount of $771,413.

Description:
Topic: Enterprise Resource Program/Citywide Software (ERP)Project Update & Request for Award of Contracts

Background:
Staff last came to City Council to update the progress of the ERP project on August 18, 2005. Since that time, we have held numerous project team meetings, and conducted contract negotiations with the vendor.

We are returning to City Council to update project progress, and to seek authorization to enter into a contract.

<u>Overview of project since August:</u>

1. Contract Negotiations
   a. Project Team and Legal Department staff performed initial review of base contract.
   b. Staff identified four main points to include in contract;
      i. Performance Based Payment Schedule
      ii. Services Fee Cap
      iii. Guaranteed Upgrade to Future Product
      iv. Single Vendor Responsibility
2. Data Conversion / Implementation Analysis
   a. I.T. Department met with Staff members from each department that will be using the software to examine existing data and identify any conversion issues that may arise.
   b. Using a sample implementation timeline based on a January 12, 2006 contract execution, Staff identified potential staff / resource issues that may arise, requiring additional funding. This will be discussed in greater detail in the Analysis section below.

Analysis:

Tentative Timeline for Implementation
The vendor has provided the City with a tentative timeline for software implementation and training. The timeline is very general, but shows that the major modules of the new system will be installed in the next six to eight months, with final installation of all components and training to be completed by next February. Assuming a January 12, 2006 contract execution date, the following is a brief summary of this tentative schedule:

Finance and Budget – January 2006 thru September 2006
Human Resources – March 2006 thru September 2006
Building, Planning, and Engineering – March 2006 thru January 2007
Utility Billing – July 2006 thru February 2007
Public Works – May 2006 thru August 2006
Web Applications – February 2007

Once the City executes a contract with Tyler Technologies, the vendor will work with City Staff to develop a comprehensive schedule for implementation. The final schedule will probably vary (perhaps significantly) from the tentative timeline to accommodate the City's specific needs.

System Agreement:
Given the positive momentum of the negotiation process, Staff advises moving into an agreement with Tyler Technologies for the implementation of ERP software.

After the award of the RFP process to Tyler Technologies in June, Staff administered a needs assessment and rigorous negotiation process. The negotiation process has resulted in numerous favorable conditions being added to the contract.

Performance Based Payment Schedule
As seen in page 5, General Payment Terms, of the attachment A, Staff has created a payment schedule based on the ability of Tyler Technologies to deliver a fully functional software package. 25% of the software licensing fees will be paid upon contract signature, 50% paid upon delivery of the product, and the remaining 25% paid upon verification of the product with a maximum of 180 days after delivery. In addition $65,550 or 21% of the total services cost will be held until meets the condition of the system being "Live", which is defined as all modules being installed and serving the public for a period of 30 working days. Staff feels that withholding $65,550 until the system is "Live" will provide adequate incentive for Tyler Technologies to ensure that the product is installed correctly and meets all conditions of Park City Municipal Corporation.

Services Fee Cap
Traditionally Tyler Technologies bills its customers a set fee for product licensing with project management, instillation, data conversion, and training billed as it occurs. During the negotiation process Staff requested that Tyler use the information gained during the Needs Assessment to create a not-to-exceed quote for services. The not-to-exceed agreement is in page 10, section 2, paragraph a, of attachment A. Staff feels

that by creating this not-to-exceed agreement the City will be protected against unexpected costs associated with the project.

Additionally Staff has negotiated an increase cap on yearly maintenance fees. As seen in page 13, section 2, of attachment A, this cap ensures that the City's yearly maintenance fee will be limited to a 5% increase per year for the first five years, with increases equal to other clients thereafter. This condition will allow the City to accurately budget for maintenance costs to the software. At the present time, annual service fees will be able to be met within existing budgeted resources (except for the year of implementation, when the City will need to pay fees for existing programs as well as then new system as modules come on line. This is discussed in greater detail in the Funding section below).

Guaranteed Upgrade to Future Product
Tyler Technologies is a parent company to Eden Inc, Munis, and Incode Inc, during the RFP process Eden was selected as the vendor with Munis receiving the second highest ranking. During the evaluation process Staff identified that it may be in Tyler's best interests to consolidate its many competing product lines into one product. Staff confirmed that Tyler did not have current plans to consolidate its products but that it was a possibility in the 7 to 10 year time frame. Accordingly Staff negotiated conditions as seen in page 13 section 4, paragraph a, of attachment A, granting us upgrade rights to any Tyler Technologies successor product created within 10 years from contract signing. Given the expected life of this software package Staff feels that this condition adequately protects the City's investment and guarantees up to date software in the future.

Single Vendor Responsibility
The selected vendor, Eden Inc, provides software for Finance, Building, Planning, Budget, HR, and Utility Billing. To provide services for Public Works and Fleet Eden contracts with GBA Master Series, Inc. As noted on page 21, section 4, of attachment A, Eden Inc. will act as the Prime Contractor with responsibility for resolving any issues that may arise with the GBA software. This creates a single point of contact for City employees.

<u>Funding</u>
When Council originally approved the ERP project budget in 2004, staff had estimated that the cost for purchase and implementation of the new software would be approximately $750,000. Since that time, staff completed the RFP process for potential vendors, and in selecting Tyler Technologies, has now negotiated a total contract price of $771,413 for software, installation, and initial training.

Funding for other costs such as additional staff time for data conversion, equipment, and overlapping fees is not included in this amount. The majority of these other costs were foreseen and budgeted either in departmental operating budgets or the CIP budget. The table below provides a summary of anticipated expenses and revenues.

System Conversion: Revenues vs. Anticipated Expenditures				
		FY 2006	FY 2007	Totals
Resources	CIP #799 - E-Government Software	$755,101		
	CIP #3 - Info Systems Enhancements	$101,392		
	HR Budget - Contract Services	$25,000	$25,000	
	Finance Budget - Contract Services	$6,000	$6,000	
	Additional Allocated Resources (if required)		$50,000	
		$887,493	$81,000	$968,493
Requirements	Software, Installation, and Initial Training	($771,413)		
	Overlapping System maintenance and licensing fees*		($75,000)	
	Personnal Costs (overtime, temps, etc…)	($65,000)	($38,000)	
	Equipment (printers, scanners, check sealer, etc…)		($7,000)	
	Contingency		($10,000)	
		($836,413)	($130,000)	($966,413)
			Difference	$2,080

*Maintenance fees will be paid concurrently on old and new software packages until conversion is complete. Thereafter budgeted maintenance fees for old packages will transfer to current maintenance costs.

The timing of the system conversion presents some unique logistical and financial challenges. With implementation to start in January, but not be completed until early next calendar year (estimated February 2006), the City will need to use some current software systems (including the Finance system) as well as the new ERP software concurrently for almost a year in some cases. Although Tyler Technologies has agreed to defer service fees for each module until after 30 days of problem-free use, the City will still have to pay licensing and maintenance fees for both old and new systems for approximately a year. Staff estimates this will cost roughly $75,000. This cost, combined with additive personnel costs could result in a potential budget shortfall of approximately $50,000 occurring in FY 2007. Staff will use budgeted funds and allocated resources (such as existing staff) to cover the shortfall, but may require budget adjustments. These 2007 requests should be considered as part of the budget process in June.

Department Review: This report and contract were reviewed by representatives of the Finance, Budget, City Manager's Office and Legal Department.

Alternatives:
Approve the Requests: Enter into a service provider contract with Tyler Technologies, Inc., in a form approved by the Legal Department, for application software and services in an amount not to exceed $771,413.

Deny the Request: Council could choose to not approve the contract and direct Staff to find another vendor. This would require a new RFP process.

Continue the Item: Council could continue the item to another date and direct staff to return with additional information.

Significant Impacts / Consequences of not taking the recommended actions:
Current software is nearing the end of its useful life. Delaying the installation process could cause current software to reach end of life prior to replacement software being installed. This would result in the City not being able to provide services to the citizens.

Staff Recommendations:
Authorize the City Manager to enter into a service provider contract with Tyler Technologies, INC., in a form approved by the Legal Department, for application software and services in an amount of $771,413.

Attachments:
Attachment A – System Agreement (distributed under separate cover)
Attachment B – Investment Summary

Product	Unit Costs	No. of Seats	Cost
GBA Work Master	$4000 for the 1st ($3200 ea. Add'l)	5	$16,800
Web Request Capabilities	$4,000	NA	$4,000
GBA GIS Manager	$4000 for the 1st ($3200 ea. Add'l)	1	$4,000
GBA GIS Viewer for Desktop	$2500 per 5 licenses	1	$2,500
GBA Water Master	$4000 for the 1st ($3200 ea. Add'l)	2	$7,200
GBA Storm Master	$3000 for the 1st ($2400 ea. Add'l)	1	$3,000
GBA Street Master	$2000 for the 1st ($1600 ea. Add'l)	1	$2,000
GBA Pavement Manager	$2000 for the 1st ($1600 ea. Add'l)	1	$2,000
GBA Sign Master	$3000 for the 1st ($2400 ea. Add'l)	1	$3,000
GBA Street Light Master	$2000 for the 1st ($1600 ea. Add'l)	1	$2,000
GBA Right-of-way Master	$4000 for the 1st ($3200 ea. Add'l)	1	$4,000
GBA Tree Master	$2000 for the 1st ($1600 ea. Add'l)	1	$2,000
GBA Parks Master	$4000 for the 1st ($3200 ea. Add'l)	2	$7,200
GBA Equipment Master	$3000 for the 1st ($2400 ea. Add'l)	3	$7,800
GBA Facility Master	$3000 for the 1st ($2400 ea. Add'l)	2	$5,400
Eden Integration Software			
Financials	$15,000	1	$15,000
Personnel	$5,000	1	$5,000
Citizen Services	$10,000	1	$10,000
		Subtotal	$102,900
		Annual Support & Maint. Package (20% of license fee)	$20,580
		DISCOUNT (EDEN INTEGRATION SOFTWARE)	-$30,000
		Total[1]	**$93,480**

Training[2]	Unit Cost	Days	Cost
On-site Training	$1,500 per day	21.0	$31,500
		Subtotal of Training Fees[1]	$31,500

Estimated Direct Expenses[1]	Unit Cost	Trips/Days	Cost
Airfare	$400 per trip	7	$2,800
Hotel	$100 per day	22	$2,200
Car Rental	$100 per day	22	$2,200
Meals	$35 per day	22	$770
		Subtotal of Estimated Directs	$7,970

Services	Unit Cost	Days	Cost
Conversion of Work Flow Set Up Data	Lump Sum	(If Desired)	$750
Review of gbaMS Database Schema	$1,500 per day	1.0	$1,500
Data Conversion Scope - RTA Fleet System	Lump Sum	(If Desired)	$2,500
Conversion of Water GIS Data and Generation of Linked Shapefiles for use with a GBA GIS Master Products[4]	Lump Sum	(If Desired)	$2,500
Conversion of Street GIS Data and Generation of Linked Shapefiles for use with GBA GIS Master Products[4]	Lump Sum	(If Desired)	$2,500
Data Conversion - Water Work Order Data[5]	Lump Sum	(If Desired)	$2,500
Web Request Configuration	Lump Sum	(If Desired)	$1,000
Project Management[3]	Lump Sum	$6,713	$6,713
Conversion Fleet[4]	Lump Sum	(If Desired)	$5,000
		Services Subtotal	$24,963

License Fee Total	$72,900
Annual Support/Maintenance Fee Total	$20,580
Training	$31,500

Estimated Directs	$7,970
Services	$24,963
Total Intial Cost[1]	**$157,913**

[1]Directs are estimated costs only and will be billed at actual.

[1]Does not include product training or data conversion.

[2]5 people maximum limit to be trained at one time (add'l fees added for add'l persons trained)

[2]Work Master training requires additional days if training multiple departments.

[2]Work Master training requires at least 2 separate trips.

[3]Project Management is a percentage of training and services costs to cover administration fees associated with project management and will fluctuate with changes in the services contracted for.

[4]Cost assumes that the City's map is in either a .dxf format or shapefile format and is drawn to the GBA GIS Toolkit drawing standards. Any variations would increase the cost. For a firm quote, please forward a copy of the map to GBA Master Series, Inc.

[5]This number is a budgetary estimate at this time and may be adjusted upon seeing the actual data to be converted.

Note: Recommended training days are estimates only. GBA Master Series will work with each prospective client individually to determine actual training days necessary for their specific needs.

Purchase Terms (as applicable)

1. Above quoted prices are good for sixty (60) days from date of quote.
2. Above prices are standard license fees for Microsoft SQL Server or Oracle database platform.
3. Above prices are in U.S. dollars. Taxes not included.
4. GBA GIS Master for ArcView 3.x is licensed on a per user basis. License fee does not include ArcView 3.2 by ESRI.
5. GBA GIS Manager and GBA GIS Analyst are licensed on a concurrent user basis. License fees do not include ArcGIS by ESRI.
6. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date.
7. Shipping and Handling is included.

Please address questions and concerns to:
GBA Master Series, Inc.
c/o Chris Crupi

10561 Barkley, Suite 500
Overland Park, KS 66212

(800)492-2468
Fax: (913) 341-3128

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 9, 2005

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Autlhority to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 9, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney.

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 13, 2005

Jim Hier, "I move approval of the Minutes of the meeting of January 13, 2005". Marianne Cone seconded. Motion unanimously carried.

IV CONSENT AGENDA

Kay Calvert, "I move approval of the Resolution adopting the Park City Municipal Building Authority Budget for Fiscal Year 2005-2006". Joe Kernan seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the Municipal Building Authority 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

Resolution No. MBA 1-06

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2006 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Authority's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 2005 are as follows:

January 12, 26	July 6, 13, 20, 27
February 2, 9, 16, 23	August 3, 10, 17, 24, 31
March 2, 9, 16, 23	September 7, 14, 21, 28

April 6, 13, 20, 27	October 5, 12, 19, 26
May 4, 11, 18, 25	November 2, 9, 16, 30
June 1, 8, 15, 22, 29	December 7, 14, 21, 28

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 12th of January, 2006.

PARK CITY MUNICIPAL BUILDING AUTHORITY

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
AUGUST 25, 2005

I ROLL CALL

Chairman Dana Williams called the regular meeting of Redevelopment Agency to order at approximately 7 p.m. at the Marsac Municipal Building on Thursday, August 25, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JUNE 9, 2005

Joe Kernan, "I move we approve the Mintues". Jim Hier seconded. Motion unanimously carried.

V NEW BUSINESS

Authorization to staff to purchase 4.51 acres located at Aerie Drive and Deer Valley Drive (SR224) from Royal Street Corporation in the amount of $150,000 to be appropriated from the Redevelopment Agency Budget – Kay Calvert, "I move that we don't authorize staff to purchase 4.51 acres with RDA money". Candace Erickson seconded.

V ADJOURNMENT

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

Prepared by Janet M. Scott

Resolution No. RDA 1-06

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2006 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2006 is as follows:

January 12, 26	July 6, 13, 20, 27
February 2, 9, 16, 23	August 3, 10, 17, 24, 31
March 2, 9, 16, 23	September 7, 14, 21, 28

April 6, 13, 20, 27	October 5, 12, 19, 26
May 4, 11, 18, 25	November 2, 9, 16, 30
June 1, 8, 15, 22, 29	December 7, 14, 21, 28

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 12th day of January, 2006.

PARK CITY REDEVELOPMENT AGENCY

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

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

II PUBLIC INPUT

The Chairman invited the audience to comment on any matter of WSD business. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF APRIL 29, 2004

The Chairman requested a motion to approve. Jim Hier, "I so move". Kay Calvert seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Park City Water Service District - Candace Erickson, "I move approval of the Consent Agenda". Jim Hier seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the WSD 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

Resolution No. WSD 1-06

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2006 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Water Service District's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2006 is as follows:

January 12, 26	July 6, 13, 20, 27
February 2, 9, 16, 23	August 3, 10, 17, 24, 31
March 2, 9, 16, 23	September 7, 14, 21, 28

April 6, 13, 20, 27	October 5, 12, 19, 26
May 4, 11, 18, 25	November 2, 9, 16, 30
June 1, 8, 15, 22, 29	December 7, 14, 21, 28

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 12th day of January, 2006.

PARK CITY WATER SERVICE DISTRICT