

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 12, 2006**

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

**Tom Bakaly, City Manager; Myles Rademan, Public Affairs
Director; Linda Tillson, Librarian; Colin Hilton, Economic
Development Director; Mark Harrington, City Attorney; Alison
Butz, Special Events and Facilities Manager; Ron Ivie, Chief
Building Official; Kent Cashel, Deputy Public Works
Director; Mat Twombly, Project Manager; and Patrick Putt,
Planning Director**

Norm Anderson; Insa Riepen, Director of Recycle Utah

1. Council questions and comments. Myles Rademan introduced Lisa Tadge, who has been hired as the new Public Affairs Assistant. Linda Tillson introduced Rohead, a librarian from Nepal participating in an exchange program and thanked the Mayor for his assistance in getting him to Park City. Dana Williams recognized citizen Jim Powell who initiated the Nepal relationship. Colin Hilton relayed that Norm Anderson was invited to the meeting under the pretense of discussing the concrete shortage and he publicly thanked Mr. Anderson for prioritizing the garage project. Ron Ivie added that Mr. Anderson interceded with a complaint filed by a citizen against a cement driver, calming down the complainant, even though it wasn't his driver. He also stated that Mr. Anderson has been active in the Homebuilders Association, providing leadership on the green building program.

Roger Harlan reported on NOMA business and Candace Erickson pointed out that there are 16 proposals on tax legislation at the Capitol. She encouraged Council to attend the legislative presentation by staff tomorrow at City Hall. Removing sales tax from food sales is proposed again this year, representing \$160 million in the state budget, and she expects that this year's session will be demanding. The cross-country group met Monday night on the expansion of trails and asked that Council identify the City's involvement in cross-county skiing, i.e., private or public program. Joe Kernan relayed that he liked Aspen's gravel trail system and reported on the Trails Foundation's progress. He commented on the Prospector commercial area's snow removal plan and spoke about lighting trails and walkways for pedestrians. Marianne Cone addressed the traffic and parking problems during the holidays and felt that the resort should participate in solutions; perhaps a task force should be formed. She thanked Public Works for implementing the express bus service to Kimball Junction.

Mayor Williams reported that he met with the new Utah State Energy Director Dr. Lauren Nelson. There are three energy bills this year and renewable energy will be explored. He also met with State Senator Bev Evans on legislative issues. The EPA advised the City that Prospector has finally been archived and will no longer be monitored by the Agency.

2. Recycle Utah update. Through illustration of a computer-assisted presentation, Director Insa Riepen thanked the City for its support. Programs have been expanded at the Center with a main focus on reuse, i.e., Good Wood Project, moving boxes and packaging material. She acknowledged the need to relocate the Hazmat collection and detailed the proposal at The Canyons. She thanked Ron Ivie for his support of the Green Building Program. Ms. Riepen discussed the benefits of providing a compost program in the community, and Marianne Cone mentioned that Aspen composts all of the materials from municipal landscaping projects. Composting should be explored for Park City.

3. Quarterly goal update. Tom Bakaly explained that this is the last quarterly review for 2005 and Council will have another opportunity to refine goals at the upcoming workshop on Tuesday. With regard to Goal 2, preservation of Park City character, more specifically opportunities for businesses, Jim Hier advised that merchants are unclear about the recent Sign Code amendments prohibiting placing temporary signs on property other than plazas. Candace Erickson suggested that Olympic legacies be considered complete. Marianne Cone, Mayor Williams and Jim Hier agreed and added that the Chamber will continue to recognize the Games. Ms. Erickson also pointed out that some goals are accounted for in several sections, like neighborhood parks, and suggested streamlining the goals. Tom Bakaly interjected that liaison roles will be discussed on Tuesday. With regard to Goal 3, effective transportation and parking system, the Mayor asked about the bio-diesel program for the trolley. Kent Cashel stated that it is working well, even in the cold weather. In response to a question from Marianne Cone about the timing of the UTA study, Mr. Cashel explained that the City conducted its own survey which has just been entered into the data base. This project is moving forward and staff will probably be meeting with UTA within a month or six weeks. There was a strong response to the survey with about 700 responses. Roger Harlan asked if employee carpooling is monitored by the City and Tom Bakaly explained not on an on-going basis, but there are incentive programs for special events. He felt this could be added as a year-round goal if desired. Jim Hier stated that he and Kent Cashel have been meeting with Summit County Commissioner Bob Richer and Kevin Callahan on a monthly basis on transportation issues. He felt it important to plan on securing land for a maintenance facility.

With regard to Goal 4, world class community, the Mayor asked if there has been any activity on fund-raising for the rink. Myles Rademan explained that there are some marketing pieces and public service announcements in the works. The

Council moved on to Goal 5, open space and trails, and Joe Kernan asked about the evaluation of sidewalks as part of the trails master plan. Mat Twombly explained that sidewalks are part of the master plan but acknowledged that the Trails Friends group focused mainly on trails. He suggested that the group be revived as many members moved away. Relating to Goal 6, historic Park City, there was discussion about the status of 801 Park Avenue which has gone through the planning process, obtaining master plan development approval. Patrick Putt explained that it is the intent of the owner to move ahead with the restoration plan this spring. Jim Hier felt this should be viewed as complete.

Discussion ensued on Goal 9, sustainable place to live. There was discussion about new liaison assignments and clearing the snow from the bus shelter on Deer Valley Drive on an interim basis until the MCHT project is complete. The Mayor urged Council members to think about unidentified goals as a part of the goal discussion at the upcoming workshop. He added that the quarterly goal update is an effective working tool.

4. Meeting questions and comments. None. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 12, 2006**

**SWEARING-IN CEREMONY of
The Honorable Dana Williams, Roger Harlan and Jim Hier**

Immediately prior to the convening of the regular meeting, the Color Guard of Park City Boy Scout Troop #72 presented the flag and recited the pledge of allegiance with the audience. The Oath of Office was administered to Mayor Williams and Council members Harlan and Hier by Third District Judge Robert W. Atkins.

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:15 p.m. at the Marsac Municipal Building on Thursday, January 12, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; Brooks Robinson, Planner; Kathy Dunks, Water Manager; and Aziz Kurdi, IT Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda.

Sign Code amendments - Mike Sweeney, HMBA, acknowledged that Planner Ray Milliner provided him an opportunity to review the final draft of the Sign Code prior to its adoption at the December 22 meeting, but he didn't notice that temporary portable signs are limited to plazas. The HMBA requests permission to place temporary signs in areas throughout the commercial district, but not on public rights-of-way. Jim Hier recalled discussing this issue and it was pointed out that the minutes do not reflect a decision. Mr. Milliner believed direction was to allow the temporary signs in plazas but not on Main Street or Park Avenue, for instance. The primary concern is protecting the City's rights-of-way and making sure that pedestrian traffic is not impeded. Mr. Milliner believed direction to be to expand temporary portable signs in all plazas areas. If Council desires to reopen the Sign Code, public hearings need to be scheduled.

Joe Kernan asked if Off Main would be allowed to display an a-frame on the sidewalk. Mr. Milliner explained that the location must meet the definition of *private plaza* which is described as a closed area not visible from a City right-of-way. Jim Hier again stated that he remembers discussing expanding locations for temporary signs, deciding to give it a try, and asked that this be scheduled in a work session. Council members agreed that this amendment does not need to go back to Planning Commission for review. Mayor Dana Williams reminded members that the purpose of allowing a-frame signs is way-finding and pointed out his concerns regarding current infractions of the display of temporary real estate signs.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF DECEMBER 8, 2005 AND DECEMBER 22, 2005

Roger Harlan disclosed that he will be abstaining since he was not in attendance. Marianne Cone, "I move approval of the work session notes and minutes of the meetings of December 8, 2005 and December 22, 2005". Jim Hier seconded. Motion carried.

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

V CONSENT AGENDA

Candace Erickson disclosed that her husband works for Stantec, but not in the association division, and action on the contract doesn't affect his income. Jim Hier, "I move that we approve Consent Agenda Items 1 and 2". Marianne Cone seconded. Motion unanimously carried.

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

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 – See staff report.

VI RESIGNATIONS AND APPOINTMENTS

1. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem – The Mayor referred to the staff report recommending Joe Kernan be appointed as the Mayor Pro Tem and Marianne Cone as the Alternate. Jim Hier, "I move we approve the appointment of Mr. Kernan and Ms. Cone to the positions of Mayor Pro Tem and Alternate Mayor Pro Tem". Roger Harlan seconded. Motion unanimously carried.

2. Appointments of two members and an alternate to the Employee Transfer and Discharge Appeals Board – See Staff report. Council members discussed the assignments. Candace Erickson, “I move approval of the appointment of Marianne Cone and Jim Hier as members and Joe Kernan as the alternate to the Employee Transfer and Discharge Appeals Board”. Roger Harlan seconded. Motion unanimously carried.

3. Resolution establishing the United Park City Mines Company/Park City Mountain Resort Ski Lease Lands Annexation Task Force and appointment of two Council members – See staff report. Planner Brooks Robinson referred to the draft pointing out that pre-annexation agreement language should be stricken since the agreement has been withdrawn by Talisker. The Mayor recommended that he and Council member Kernan serve. Jim Hier, “I move to approve the appointment of the Mayor and Joe Kernan to the task force for the annexation petition and adopt the resolution as outlined in the staff report (and corrected by staff)”. Marianne Cone seconded. Motion unanimously carried.

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 – Water Manager Kathy Dunks explained that it is recommended to enter into a contract with I-D Electric because of the increase in the volume of electrical work. Ms. Erickson asked if this will move the City to a higher priority and Ms. Dunks relayed that I-D Electric has consistently been very responsive to the City. Marianne Cone, “I move that we approve the professional services agreement with I-D Electric 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”. Roger Harlan seconded. Motion unanimously carried.

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 – In response to a question from Ms. Cone about how long this technology will last, Ms. Dunks stated that she didn't know. Roger Harlan asked how Trojan compares with the other vendor. Ms. Dunks indicated that Trojan met all of the criteria at a lower price and is highly recommended by the engineer. Trojan's cleaning operation is superior. Roger Harlan, “I move to approve the 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”. Jim Hier seconded. Motion unanimously carried.

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 – Jim Hier stated that he spent a considerable amount of time reviewing the agreement with IT Manager Aziz Kurdi. He felt the contract has been diligently

negotiated and emphasized that this will have a significant impact on the operations of each department. Aziz Kurdi pointed out that this software is state of the art. Roger Harlan asked for clarification on the potential for additional allocated resources indicated in the agreement, and Aziz Kurdi advised that \$50,000 is budgeted. Marianne Cone understood that 600 cities use this product and Mr. Kurdi explained that selection criteria included a good customer base. He added that the life of the software with this vendor could go beyond 15 years. Joe Kernan asked if this system will better accommodate the transfer of data when there is an upgrade. Aziz Kurdi explained that the way data is stored is industry standard, i.e., non-proprietary. Data is *warehoused* and can be moved multiple times. Candace Erickson, "I move we 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 in the amount of \$771,413". Marianne Cone seconded. Motion unanimously carried.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The Municipal Building Authority, Redevelopment Agency and Water Service District convened to adopt regular meeting dates.

MEMORANDUM OF CLOSED SESSION

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

The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott

MEMO



Executive Department

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

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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 <i>Liaison/Staff</i>	Actions	Initial Target Date	Revised Target Date	Status	
1. Pipeline/Preferred Project Agreements <i>Williams/Erickson Gibbs/Dunks</i>	Determine a preferred project with Weber Basin and Bureau of Reclamation	04/04	01/06	Ongoing	
	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation				
	2. Decision point – Park City/County may opt out	03/05	02/06	Pending	
2. Water Conservation Strategy and Actions <i>Erickson/Williams Gibbs/Dunks</i>	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	
	Develop Outreach/Education/Task Force Plan				
3. Water Treatment Plants <i>Erickson/Williams Gibbs/Dunks</i>	1. Water Conservation Task Force	Monthly Annual		Ongoing	
	2. Conservation and Drought Plans	Monthly		Ongoing	
	3. Water Conservation education program			Ongoing	
3. Water Treatment Plants <i>Erickson/Williams Gibbs/Dunks</i>	4. User rates review				
	2005 Comprehensive Review	01/05	04/05	Complete	
	2006 Comprehensive Review	01/06	04/06	Pending	
3. Water Treatment Plants <i>Erickson/Williams Gibbs/Dunks</i>	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 <i>Erickson/Williams Gibbs/Dunks</i>	1. Spiro: Phase 2 Design and Construction of Wet Well Expansion	04/05	07/05	Complete	
	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	
3. Water Treatment Plants <i>Erickson/Williams Gibbs/Dunks</i>	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 <i>Erickson/Williams Gibbs/Dunks</i>	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 <i>Williams/Erickson Bakaly/Gibbs</i>	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 <i>Hier/Cone/Hilton/DeHaan</i>	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 05/05 02/05	Ongoing Complete Complete Complete Complete Pending Pending Pending Pending Complete Pending Pending Pending Pending In Progress Complete Complete	
2. Olympic Experience Legacy <i>Calvert/Rademan</i>	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 <i>Erickson, Kernan/ Twombly/ Fisher</i>	1. RFP for Design & Construction of 3 neighborhood parks (a) construction documents for neighborhood parks (b) award contract for construction (c) complete construction of parks	09/04	04/05	Complete
		06/05	08/05	Complete
		07/05	09/05	Complete
		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			
	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 2. Year-round Bus Service to Kimball and Canyons operating through 12/31/04 3. Secure land for expanded transit maintenance-storage facility 4. Pursue federal funding for buses, site, and expanded bus facility 5. Complete Region-SLC-UTA Service Feasibility Analysis 6. Update short-range transit plan with County 7. Implement employee carpool incentive program 8. Implement action items from 7/8/05 Transit Planning Summit a-Develop task assignments and project timeline process b-Update Status Report with specific action items c-Complete Snyderville Basin Transportation Plan d-Transit Component to Phase 1 of Snyderville Transportation Plan e-Determine land needs for transit hub and park and ride (Quinn's and Kimball) f-Prioritize Snyderville Transit Plan by transit and road improvements g-Explore viability of MAG Traffic Modeling Program h-Develop common County-City development impact standards i-Draft 248 corridor agreement with UDOT	Annual Annual 10/05 09/04 12/04 06/05 Annual 08/05 08/05 10/05 10/05 10/05 10/05 10/05 11/05 11/05	03/06 Annual 2/06 2/06 02/06 03/06	Ongoing Ongoing In Progress Ongoing In Progress In Progress Ongoing Complete Complete Complete Complete In Progress Complete Complete Complete 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 <i>Erickson/Hilton</i>	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 <i>Hier/Calvert/Kernan Rademan/Hilton/ Weidenhamer/Putt</i>	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 <i>Cone/Bultz</i>	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 <i>Calvert/Cone/Hier/Bultz</i>	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, Wisniewski 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 <i>Erickson/Kernan, Alt. Fisher</i>	1. BMX – Temporary Park & Skills Course	03/05	07/05	Complete
	2. Racquet Club/Recreation - RAB Visioning - Replacement of Racquet Club plumbing & remodel locker rooms - Long-term maintenance plan for facility - Recommendation – Future Capital Improvements	09/05 04/06		Complete Pending
	3. Frisbee Golf - Determine local ski area interest in developing frisbee golf course	04/06 05/06 05/06		Pending Pending Pending
	4. Dirt Jump Park City Municipal Corporation - Plan in place for future of facility	09/06		Pending
	5. Dog Park City Municipal Corporation - Determine SBSRD interest in a regional facility	12/06		Pending
6. Outdoor Recreation Complex <i>Calvert/Hier/Hilton</i>	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 <i>Hier/Rademan</i>	1. Flagstaff - Distribution of open space contribution	03/04		Ongoing	
	2. Gambel Oak - Legislation	10/04	02/06	Ongoing	
	3. Red Maple/Air Force	10/04	04/06	Ongoing	
	4. 2006 Open Space Bond – Decision	09/06		Pending	
	5. Other Properties	09/06		Pending	
2. Conservation Easements <i>Erickson/Harrington/B. Robinson</i>	1. Work Session – Conservation Easements	05/04		Complete	
	2. Additional Flagstaff Easements	09/04		Complete	
	3. Easements on other open space		03/05	Complete	
	4. Additional easement monitoring on new acquisitions	08/05	01/06	Pending	
3. Trail Development Plan <i>Erickson/Kernan/Twombly</i>	1. Farm Trail Parking Complete/Berming	08/04	07/05	Complete	
	- Irrigation/trees, alternatives		04/06	Pending	
	- "For Sale" vehicle parking – enforcement options		04/06	Pending	
	2. Trailhead Parking Phase II	09/04	05/06	Ongoing	
	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	12/04	05/05	Complete	
	Phase II – Cross Country Ski Trails	04/05	06/06	Pending	
	4. Evaluation of city-wide sidewalks as part of Trails Master Plan in conjunction with County	11/05	12/06	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 <i>Hier/Hilton</i>	1. See Goal #2			
2. Historic Preservation <i>Hier/Cone</i> <i>Putt/P. Robinson</i>	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 <i>Kernan/P Robinson</i>	See Goal #9			
2. Transportation <i>Hier/Cashel</i>	See Goal #3			
3. Flagstaff-Wasatch County <i>Williams/Hier, Bakaly/Hill</i>	1. Work with Wasatch County re SR-224 and public versus private access	09/04	04/06	Ongoing
4. Recreation <i>Erickson/Hier Hilton/Fisher</i>	See Goal #4			
5. Health <i>Erickson/Hier Hill/P Erickson</i>	1. Begin work on noxious weed coordination 2. Work Session – Noxious Weed Update 3. Noxious Weed Interlocal Agreement 4. Enforcement on private property See Goal #1	08/04 08/05 01/05 Ongoing	09/05	Ongoing Complete Complete
6. Water <i>Williams/Erickson</i>				
7. Solid Waste <i>Kernan/Gibbs</i>	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
4. Public Safety <i>Williams/Evans</i>	1. Recommendations regarding Police Facility Location	09/04	09/05	Complete
	2. Purchase of Additional Officer Safety Equipment		02/06	Ongoing
	3. Emergency Response Plan Updated			
	Staff Training			
	4. Police Facility Project		04/06	Pending
	- Preliminary Design	08/05	04/06	Pending
5. Communications <i>Calvert/Rademan</i>	- Schematic Design	03/06		Complete
	- Construction	04/06	06/06	Complete
	5. Presentation of Police Department Advisory Team Recommendations	12/05		Pending
	6. Community Oriented Program Implemented - UPDATE			Complete
	1. Standardize Press Releases/Communication Strategies	Monthly	06/06	Ongoing
	2. Media Seminars	Ongoing		Ongoing
	3. Sustainability Promotion	Ongoing		Ongoing
	4. All America Cities Award – Finalist	06/05		Complete
	5. Leadership 101	02/06		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 relocation	09/04	05/06	Pending

4. Sustainable Community/ Quality of Life <i>Williams/Butz Rademan/Ivie</i>	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		Ongoing
		06/05 Ongoing	01/06	Pending Ongoing
		Ongoing		Ongoing
		09/05 11/05	03/06	Pending Ongoing
		Pending	02/06	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.
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Prospector Square Property Owners Association Weidenhamer	Status Report- At the request of PSPOA, this item has been removed from the Neighborhood RELS program
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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 Mountainlands 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

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

Author: Kathy Dunks
Subject: BOOTHILL TANK FINAL DESIGN,
BIDDING & CONSTRUCTION
ADMINISTRATION
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 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. 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: *(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. 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. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access

and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed

by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

STANTEC PROJECT MANAGEMENT SYSTEM (SPMS) - TASK COST REPORT										Personnel Categories										Assigned								
Client:		PARK CITY MUNICIPAL CORP								1	16 Sr. Proj Engineer/PE /Principal								FCD	6								
Project:		2006 Engineering Services								2	14 Project Engr./Sr Assoc./Assoc								MPK	7								
Description:		Boothill 2.0 MG Storage Reservoir								3	11 Engr./Assoc. Engr./Environ Engr.								NNK	8								
Project Mgr:		M/ Kobe								4	8 Sr Designer/Designer/CAD								CT	9								
Start Date:		15-Jan-06 Estimated								5	6 Sr Designer/Designer/CAD								SW	10								
Scope:		Revise existing drawings and bid 2 mg tank. Provide Construction Review services.																										
Bill Group	Phase Code	Task Code	Task Description	Schedule				Labor Hours By Personnel Category																Total Hours	Total Labor Charges			
				Weeks																								
				Start	Finish	1	2	3	4	5	6	7	8	9	10													
				Wk #	Date	Wk #	Date	FCD	MPK	NNK	CT	SW	BZ	JRB	GRW	RMB	SAY											
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 PH	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	\$1,884	
		006	Prepare Opinion of Probable Construction Cost	4	2/5	5	2/16			4	4		4													12	\$1,884	
		007	DJW 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	\$1,440	
		009	Final Bid Documents and Technical Specs	5	2/12	6	2/23			2	4		8													22	\$2,336	
		010	Field Bidder Questions, Respond to RFIs	7	2/28	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												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 RFIs 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													26	\$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																												
			REVISE DRAWINGS AND SPECIFICATIONS							Phase Subtotal	10	48	80												20		186	\$20,724
			CONSTRUCTION ADMINISTRATION							Phase Subtotal		24	48												18		110	\$11,400
			TOTAL PROPOSED SERVICES								10	72	128												38		296	\$32,124

City Council Staff Report



Author: Brooke Schroeder
Human Resources
Subject: Council Appointments to Employee
Transfer & Discharge Appeal Board
Date: January 12, 2006
Type of Item: Administrative HUMAN RESOURCES

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

PARK CITY

1881

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 the 14 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. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration.

The Service Provider agrees that the City or its designee shall have full access

and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately

terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

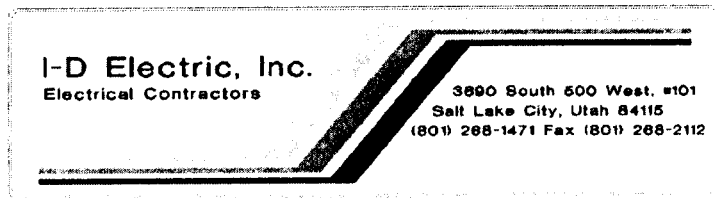
EXHIBIT A

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



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 Leslie 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



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.



John A. Carollo, P.E.
Principal Engineer
1265 East Fort Union Boulevard, Suite 200
Salt Lake City, UT 84143-1815
Phone: (801) 233-2500
Fax: (801) 233-2501
Email: jcarollo@carolloengineers.com

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

Kathy Dunks
Park City Municipal Corporation
January 3, 2006
Page 2

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:

<u>Goods and Services Provided</u>	<u>Payment (Cumulative Percentage of Contract Price)</u>
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:

<u>Item</u>	<u>Liquidated Damages, per day</u>
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:

Park City Municipal Corporation

By: _____

Title: _____

Address for giving notices:

1053 Iron Horse Drive, PO Box 1480

Park City, UT 84060-1480

SUPPLIER:

By: _____

Title: _____

Address for giving notices:

Approved as to Form:

Attorney for OWNER

END OF DOCUMENT

January 6, 2006

H:\Client\Park City_SLC\7340A10\Specs-Procurement\Div 00\00520000.doc

00520-5

93

7340A10

City Council Staff Report

PARK CITY

1884

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.

Overview of project since August:

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, installation, 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.

Funding

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			
	<u>FY 2006</u>	<u>FY 2007</u>	<u>Totals</u>
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	
	<u>\$887,493</u>	<u>\$81,000</u>	\$968,493
Requirements Software, Installation, and Initial Training	(\$771,413)		
Overlapping System maintenance and licensing fees*		(\$75,000)	
Personnel Costs (overtime, temps, etc...)	(\$65,000)	(\$38,000)	
Equipment (printers, scanners, check sealer, etc...)		(\$7,000)	
Contingency		(\$10,000)	
	<u>(\$836,413)</u>	<u>(\$130,000)</u>	(\$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

Section A - Investment Summary (continued)

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
Total¹			\$93,480

Training²	Unit Cost	Days	Cost
On-site Training	\$1,500 per day	21.0	\$31,500
Subtotal of Training Fees ¹			\$31,500

Estimated Direct Expenses¹	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 Initial Cost¹	\$157,913

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

¹Does not include product training or data conversion.

²5 people maximum limit to be trained at one time (add'l fees added for add'l persons trained)

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

²Work Master training requires at least 2 separate trips.

³Project 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.

⁴Cost 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.

⁵This 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

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 Overland Park, KS 66212

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