PARK CITY 1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 12, 2001

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 12, 2001.

AGENDA

Work Session

3:00 p.m. Customer service award
3:10 p.m. Council questions/comments
3:40 p.m. Review of regular meeting:
- Fire District impact fees
- SBWRD interlocal agreement
- Code amendments:
  - Chapter 4, Historic District
  - Trash containers - Main Street
  - Sign Code
  - Ethics Code
- Park City/Summit County regional transportation
- American Saddler plat amendment and zone change request
- Other meeting questions/comments

5:45 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 7, 2001

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a plat amendment to combine three lots into two to accommodate two single family homes 1102 & 1106 Empire Avenue, Park City, Utah

2. Master Festival License - ZHT FM concert in Deer Valley - August 10, 2001

3. Ordinance rewriting and reorganizing the Ethics Code, Title 3 of the Municipal Code of Park City; and rescinding Ordinances 91-22 and 95-38

4. Ordinance amending Chapter 2.20 of the Land Management Code and the Sign Code, Title 12 of the Municipal Code of Park City, Utah

5. Ordinance amending the Land Management Code - Phase 2 Rewrite including Chapters 6, 8, 10, 11, and 14 **(motion to continue to August 9, 2001)**

6. Ordinance amending Chapter 13, Impact Fees of the Municipal Code of Park City, Utah regarding water impact fees **(motion to continue to August 9, 2001)**

VI CONSENT AGENDA

1. An Ordinance approving a plat amendment to combine Lots 30, 31, and 32 of Block 17 of the Snyder's Addition to the Park City Survey into two (2) platted lots

2. Master Festival License - ZHT FM concert in Deer Valley - August 10, 2001

3. Ordinance rewriting and reorganizing the Ethics Code, Title 3 of the Municipal Code of Park City; and rescinding Ordinances 91-22 and 95-38

4. Ordinance amending Chapter 2.20 of the Land Management Code and the Sign Code, Title 12 of the Municipal Code of Park City, Utah

5. Resolution adopting an Interlocal Agreements with the Snyderville Basin Water Reclamation District

6. Resolution approving a Memorandum of Understanding between Park City Municipal Corporation and Summit County regarding the permitting of Olympic events at the Park City Mountain Resort

VII PUBLIC HEARINGS

1. Request for a motion to continue an Ordinance approving a plat amendment to add a metes and bounds parcel to 3198 American Saddler Drive (Lot 4) and add a metes and bounds parcel to 3204 American Saddler Drive (Lot 3) and amend the Risner Ridge Subdivision, Park City, Utah and a decision on a request to zone a portion of the property from Recreation Open Space (ROS) to Residential Development (RD)

2. Ordinance amending the Land Management Code - Phase 2, Chapter 4, Historic District Commission and Preservation of Historic Buildings and Sites

3. Ordinance amending the Land Management Code, Section 15-2-11, HCB District, Access Service and Delivery to address problems concerning private trash containers on Main Street, Park City, Utah

4. Resolution amending Section 1, Planning Fees, of Resolution No. 10-01 and replacing Resolution No. 10-01 in its entirety

VIII NEW BUSINESS

1. Request for a motion to continue an Ordinance approving a plat amendment to add a metes and bounds parcel to 3198 American Saddler Drive (Lot 4) and add a metes and bounds parcel to 3204 American Saddler Drive (Lot 3) and amend the Risner Ridge Subdivision, Park City, Utah and a decision on a request to zone a portion of the property from Recreation Open Space (ROS) to Residential Development (RD)

2. An Ordinance amending the Park City Land Management Code Section 15-2.6-11(HCB District - Access, Service, and Delivery) to address problems concerning private trash containers on Main Street

3. Resolution amending Section 1, Planning Fees, of Resolution No. 10-01 and replacing Resolution No. 10-01 in its entirety

4. Award of contract to Thiede Construction for the construction of the 12th Street Stairs in the amount of $103,875

5. Amendment to Memorandum of Understanding with the Park City Fire Service District and Resolution adopting an Interlocal Agreement regarding impact fees

6. Approval of letter of intent for regional transportation with Summit County

IX ADJOURNMENT

Posted: 07/09/01
Revised: 07/10/01
See parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 12, 2001

Present: **Mayor Brad Olch; Council members Peg Bodell; Roger Harlan; Fred Jones; and Jeff Mann**

Toby Ross, City Manager; Pat Putt, Planning and Zoning Administrator; Jerry Gibbs, Public Works Director; Tom Bakaly, Assistant City Manager; Derek Satchell, Planner, Pat Putt, Planning and Zoning Administrator; Mark Harrington, City Attorney; Jon Weidenhamer, Planner; Ray Milliner, Planner; and Brooks Robinson, Planner

Absent: **Council member Candace Erickson (work session only)**

1. **Council questions/comments.** The Mayor reported on his recent trip to Norway. In response to a question from Fred Jones about the proposed gondola serving Flagstaff, Pat Putt explained that UPCM believes that the gondola as originally proposed up Prospect Ridge is not a viable alternative transportation mode and would like an opportunity to leave this option open. If the gondola is not built, there is a fee in lieu of in the amount of $1 million which would be allocated to transportation related improvements to the City's infrastructure. Mr. Jones expressed that he is not prepared to dismiss the gondola concept, which has been successful in other communities. Mr. Putt added that UPCM is looking at other options, including the existing mine site for transportation connections but this have not been discussed in detail. Roger Harlan recalled the lengthy discussions on Flagstaff about reducing traffic on the mine road, which would not be solved by the fee and the Council bought into this commitment at the time. Mr. Putt understood that the recommendations the mining company is receiving from its transportation consultants has prompted reconsideration of the plan. As a part of the small scale MPD in August, the transportation technical report, including the gondola will be reviewed. Fred Jones emphasized that the intent of the Flagstaff approval was to provide a mode of transportation other than rubber-tired vehicles and Mr. Putt assured Council that staff will work closely with the applicant on options.

In response to a question from Mr. Jones about use of the Judge Tunnel, Jerry Gibbs stated that it has been on line for about ten days as the turbidity level has been .8 to .9; normal readings are around .65 to .67. Although this is somewhat higher than normal, it has been consistently around 1, which is acceptable and the water quality is good. Mr. Harlan referred to a clever brochure produced by the Chamber about paid parking and recognized Matt Trombly's efforts in getting the skate park opened by July 4. Peg Bodell reported that there was some vandalism last week at the park, and Pace Erickson closed the park for a day which is the City's policy. She commended him for being consistent and urged Council to support Mr. Erickson in closing the park when these situations arise and Roger Harlan concurred. Jeff Mann thanked the Park City Ambassadors in producing the 4th of July parade and the turn-out was huge. He is involved in organizing a special event to be held on Miners Day in City Park for non-profits with the assistance of the Chamber/Bureau, and a fund-raiser at the Winter Sports Park for the U S Ski Team on August 3.

2. Review of regular meeting:

Fire District impact fees. Tom Bakaly explained that the action before Council is an amendment to the interlocal agreement with the Park City Fire Service District, which would remove the restriction for the District to collect fire impact fees within the City limits as is done in the rest of the County. A capital facilities plan has been performed which is available for review by the public. Applicants will have to pay fire impact fees to the District before obtaining a building permit, which still requires approval by the Chief Building Official. The agreement also addresses the process for notice of termination.

SBSRD interlocal agreement. The Mayor stated that he is resigning from the Board of Trustees and recommended that Jerry Gibbs be appointed as the City's representative. The Council agreed that the Public Works Director would be a good transition. Peg Bodell suggested that the individual hired by the City to fill the environmental specialist position be considered as an alternate to the Board.. The City Manager relayed that it has taken over a decade to formulate an agreement agreeable to all parties. For many years, the City has been performing services for the Sewer District which are now memorialized in the agreement. This agreement provides for a franchise tax of 6%, which would be collected for the City's general fund, resulting in user fees covering user fee related services. The District Board will also execute this agreement and the City Council can set the percentage of the tax, ranging from 3% to 6%, which represents about $100,000 a year. This will offset what the City has been providing the District for free for many years, and there will be other structural benefits of the agreement. Mr. Ross explained that although bills will increase by 6%, users have been paying that amount in the form of property taxes.

He continued that the reasons the negotiations took so long is that the District wanted the City to condemn properties where the system didn't have easements and the City to pay for the cost of acquiring the easements. SBSRD now is assuming running the District if the City assumes the responsibility of helping it acquire the easements in a proactive way. The City will be notifying property owners who have public lines on private property and providing options regarding dedications. It was explained for the benefit of Roger Harlan, that the City has already been providing the District with meter readings, which are used to calculate sewer bills which are based on water usage. In response to a question from Fred Jones about calculating the costs of providing services to the District over the years, the City Manager stated that some costs are difficult to factor like road cuts which may reduce the life of a road by five years. The budget reflects half a year of collecting the franchise tax revenue, which won't be implemented for 90 days after action.

Code amendments:

Chapter 4, Historic District. Derek Satchell explained that this Chapter deals with the auspices of the Historic District Commission, and the design review and administrative processes. There has been a considerable amount of time devoted on this project and the draft includes many unwritten policies that the City has been practicing for some time. Roger Harlan referred to Tom Hurd's memo to Council and asked if his concerns were addressed and Mr. Satchell stated that they are referred to in the staff report. In response to a question from Fred Jones regarding maintaining a fund for demolition by neglect, Mr. Satchell explained that in order for this Chapter to be effective, such a fund would need to be established, but it is not required to be in place prior to adoption.

Peg Bodell felt the survey should be conducted first rather than last. Mr. Satchell explained that there are three major projects that need to be accomplished. A comprehensive study was conducted in 1982 and one in 1995, which was an expansion of the prior work, but both are incomplete. About 90% of the buildings have been photographed, but the written documentation substantiating the photographs was never completed. There are some inaccuracies and deficiencies in both surveys and it is felt more advantageous to begin again and not build upon the old information. A new survey is expected to take two years if an outside consultant is hired, which is part of the reason the HDC prioritized this project last. Ms. Bodell insisted that the inventory is critical to make complete decisions. Of all of the competing interests, Pat Putt explained that it was imperative that the ground rules be clarified first, specifically what is under the HDC's purview and what can be handled administratively and this was a conscious decision about three years ago. Mr. Satchell added that staff is not trying to determine what is historic and what isn't as that is firmly established by the National Registrar, thematic nominations, and the surveys. From the HDC's perspective, it seemed more practical to address policy issues so outstanding projects have guidelines in place to assess historical significance. He stated that there is criteria in the Code which firmly establishes what is considered to be historically significant or acknowledged locally as historically significant. Some buildings are historically contributory, which means that they have been compromised or altered, but their architectural value and integrity still contributes to the District. Others may be insignificant, determined to have no historical value.

In response to a question from Roger Harlan regarding boundaries, Planner Satchell explained that the Historic District zones are clearly defined, but there are several historically significant properties that are not located within those zones and are now protected in the proposed draft. There was discussion about other cities contacted in preparing this document. Fred Jones referred to Commissioner Hurd's recommendation of taking action with a majority of a quorum rather than requiring a quorum. Pat Putt explained that this suggestion would mean that two members out of five could take action on a matter, which does not represent a majority opinion on an application. However, Mr. Hurd's concern is well-founded in the cases of lack of a quorum and delaying an application. Fred Jones asked why have a meeting with three members if action can't be taken. Mr. Putt explained an action can be taken with three positive votes and most applicants are willing to be scheduled; these situations are rare and few meetings ~~have been~~ cancelled for lack of a quorum. Individuals have the option to move ahead or continue to another meeting. City Attorney Harrington interjected that the City Council is subject to the same quorum requirement based on state statute. This is a policy matter of whether decisions should be reflective of the electorate balanced with the efficiency of meetings and taking timely action. The Council needs to consider if it wants as few as two members making a decision. Mr. Harrington also pointed out that there have been situations where there has been full attendance, but several members recusing themselves from voting. These situations are very rare but recently occurred at a Planning Commission meeting. Ms. Bodell felt that noticing applicants about board absences should be written in the Code and the City Attorney explained that there is a policy in the department where applicants are notified of absences in advance, which will be expanded to potential conflicts of interests.

Trash containers on Main Street. Jon Weidenhamer explained that this amendment deals with the entire HCB zone and is in response to complaints from merchants. It has been reviewed by the Main Street Business Alliance and the Planning Commission. There are no outstanding concerns, and the Planning Commission has rendered a positive recommendation. There was discussion about the No Name Saloon and Mr. Weidenhamer added that BFI will pick up any container placed in the street in the zone. Fred Jones suggested additional language that screened enclosures be on *private* property. Mr. Putt recommended that the language be flexible as the City could always deny a request to place a container on public property and this may provide more opportunities for solutions. Mr. Harlan expressed his concerns about the staff time involved with enforcement and Mr. Putt advised that staff will respond when there is a complaint and if there are problems, the City will hear about them. He suggested moving forward to monitor its implementation as the ordinance can always be re-evaluated. Violations are a Class C misdemeanor.

Sign Code. Ray Milliner explained that this amendment defines a City entry sign, which is drafted as a conditional use permit. The sign can be a maximum of 40 square feet and can be placed within the 30 foot frontage protection zone. The location of the proposed sign is in the area of the existing sign, which will be removed. The design will be reviewed by the Planning Commission and must meet criteria of the Sign Code and there will be an amendment to the LMC, noting the exception of the sign in the frontage protection zone. Ms. Bodell felt it appropriate to attach water and/or energy conservation standards. The Mayor agreed that the City should be cognizant of conserving water, but the existing landscaping at the site on SR224 should be maintained. Rick Lewis stated that there may be some architectural elements added to the entry sign at SR248, but it is not currently designed for landscaping. Peg Bodell suggested a minor modification to the language of the definition of the entry sign.

Ethics Code. Mark Harrington explained that this rewrite reflects updated Utah Code provisions and there are new sections which were modeled after examples circulated among cities in the state. Lobbying directly to the City Council for job appointments is addressed and another prohibition deals with ex parte communications during a quasi-judicial hearing, which has been existing policy, but not formally expressed in writing. He discussed an issue which has surfaced due to turn-over of employees and officials dealing with the prohibition on later case interests. This occurs when former employees or officials want to represent a private party in a matter which they participated in in their capacity with the City. The current Code prohibits that forever but most congressional conflicts of interest rules are capped for two years. The proposed amendment recommends a waiver provision, if it is determined that the prior interest was diminimous, there is no exclusive knowledge that would interfere with representation of a private party, and there is no adverse public impact by participating in the matter. The determination would be made by a majority vote of the City Council. Mr. Harrington stated that there is also a clarification regarding the requirement to file an amended report for election contributions received or expenditures made following the final report.

For the benefit of Jeff Mann, the City Attorney explained by example the provision dealing with job appointments and emphasized that this is for paid positions only, not board appointments. There was discussion about a former Council member's current involvement with an annexation application, which was not considered by Council during his tenure. Ms. Bodell asked if there is a provision covering lobbying Council for award of contracts and the City Attorney explained that this is addressed in the procurement policies of the City and there is a process set forth in the event of suspicion of improper influence.

Fred Jones brought up the $50 gift limitation, and specifically referred to the invitation to Council and staff extended by Deer Valley Resort for a ski day and annual update luncheon. Mr. Harrington explained that it relates to planning matters and is not an individual gift. It is certainly a grey area, but legal staff has interpreted it to not fall into the intent of the state statute. Additionally, there are different exemptions for various levels. There was discussion about individuals taking Council members out for lunch or diner, and Fred Jones believed that if it is related business perhaps the City should pay the bill to eliminate any hint of impropriety. The City Attorney noted that this is a policy decision. Certainly, officials should give the perception that they are undue of any improper influence by financial or other gifts, and the intent behind the $50 is that it is diminimous, as a reasonable person would not be influenced by that small amount. If the Council feels any remuneration would give that perception, the provision could be more prohibitive. Ms. Bodell gave an example of a gift of a fleece jacket which may have a higher value than $50. The City Attorney explained that this is more difficult to determine because the value may or may not be retail and described Mayor Rocky Anderson's policy of accepting nothing. Toby Ross stated that this issue has been debated in many jurisdictions. Council should think carefully about not accepting anything because some people may be offended because the gift may obviously be intended not to influence a member but rather is given as a token of appreciation, i.e., speaking engagement, etc.

Mark Harrington advised to proceed with the adoption of the ordinance, and if Council desires more information, he will provide more background on this particular item. With regard to listing individuals who contribute $50 or more to a candidate, Roger Harlan suggested that the amount be $50.01. The City Attorney recalled that the statutory limitation is much higher, like $250, but will report back. Fred Jones shared Mr. Harlan's opinion.

Park City/Summit County regional transportation. Tom Bakaly pointed out that regional transportation is a top priority goal of Council and staff has been working on this for several years. Action tonight includes a letter of intent between the City and the County committing the parties to formulate an interlocal or management agreement. Summit County instituted a pilot program last winter which operated from the City, The Canyons and to Kimball Junction and had a bay at the transit center. Although it interfaced with the City's system it was not integrated and approval of the letter of intent would move to a single operation. It is anticipated that the County would contract with the City to manage and administer the program. The letter of intent outlines ground rules, what type of costs would be charged and establishes a joint advisory board, which should be formed by August. Both the City and County Commission would be jointly served by this board, but would individually retain decision-making abilities. Mr. Bakaly added that staff is recommending that Lee Scott & Cleary be retained to provide technical advice at a cost of $9,000, which is included in the letter of intent. The cost will be equally shared like other costs in operating the system. He added that Fred Jones and Jeff Mann currently serve on the inter-agency task force and would be logical candidates as liaisons for regional transportation. He pointed out minor changes to the letter, which was approved by Summit County today. Council member Jones stated that this is a huge step in improving the City's relationship with the County and is an appropriate approach. It is important that both parties are comfortable with the selection of the consultant. Mr. Jones reported that at the last inter-agency meeting, Wasatch County expressed an interest in regional transportation as well. Roger Harlan commented on the merits of the field trip to Logan and agreed with Mr. Jones that this is a step in the right direction. Mr. Bakaly explained that there will be an ad soliciting interest on serving on the Board and he urged Council members to make recommendations to him.

American Saddler subdivision and zoning request. Brooks Robinson explained that this matter was continued at the June 21 meeting. The applicants contacted him on Monday to request another continuance because of vacation plans. He referred to their letter distributed to Council last night and outlined possible options, including action or continuance.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 12, 2001

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 12, 2001. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Jeff Mann. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Jon Weidenhamer, Planner; Alison Butz, Special Events Manager; Brooks Robinson, Planner; Derek Satchell, Preservation Planner; Pat Putt, Planning and Zoning Administrator; Rick Lewis, Community Development Director; and Matt Twombly, Trails Planner.

II PUBLIC INPUT

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

Round Valley trails - Jim Doilney, resident and mayoral candidate, stated his concern about not having access to trails in Round Valley, recognizing that most are outside of the City limits. He stated that he has personally used the trails for 27 years and has been advised by three attorneys that he has prescriptive rights to continue to use the trails and to cross those lands. Mr. Doilney urged Council to direct the City Attorney to determine if there are City or County actions available to initiate reopening those trails to the public and if he could report back on this issue by Labor Day. City Attorney Mark Harrington added that the City became extensively involved when the trails were first closed. The Council directed him to enter into negotiations with the property owner which resulted in the City's trail being totally reopened, but the fences along the private property lines are subject to private interests. Mr. Harrington offered to share this information with Mr. Doilney.

Hearing no further comments, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Peg Bodell suggested that rather than installing a no-parking sign, a berm be constructed on the east side of SR224 to discourage people parking there and the Mayor pointed out that the berm would have to be constructed at least ten feet from the road, which may still attract motorists. She referred to a memo from Bob Stephens about selling the City-owned Silver Meadows units after the Olympics and urged Council to consider holding on to them until there is a discussion on options for low income housing. The City Manager clarified that the City is purchasing two additional units on a temporary basis, and our normal practice is to sell them. Ms. Bodell explained that she would like to explore perhaps renting them to qualified people who can't afford to buy. Council agreed to consider this in the future. She congratulated Fred Jones on declaring his candidacy for the upcoming mayoral race.

Eric DeHaan reported on the milling and paving work on SR224 and the sewer work in Empire Canyon performed by Deer Valley Resort. In response to a question from Peg Bodell, he explained that the beams stored in Coalition Park is part of the ski bridge project. Fred Jones asked about the status of the traffic light on SR224 and he advised that the construction contract will be before Council in August for completion in October.

Tom Bakaly reported on a public hearing on state legislature redistricting on Monday and will report back to Council.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 7, 2001

Hearing no corrections or omissions, the Mayor requested a motion to approve. Roger Harlan, "I move approval of the work session notes and minutes of the Meeting of June7, 2001". Jeff Mann seconded. Motion carried unanimously.

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a plat amendment to combine three lots into two to accommodate two single family homes 1102 & 1106 Empire Avenue, Park City, Utah - Jon Weidenhamer explained that the applicant has already received a steep slope conditional use permit from the Planning Commission and HDC approval for the design of the structures. The Planning Commission forwarded a positive recommendation on the plat amendment based on the findings of fact, conclusions of law, and conditions of approval outlined in the staff report. Hearing no questions or comments from the Council or the audience, the public hearing was closed.

2. Master Festival License - ZHT FM concert in Deer Valley - August 10, 2001 - Special Events Manager Alison Butz explained that the concert is planned from noon to 10 p.m. and there are additional conditions specified because of its duration and type of concert. Peg Bodell requested clarification on the waiver request for fees for the tents. Ms. Butz responded that the tents are only 200 square feet and will only be up for one day; tents 100 square feet and under are exempt. Ms. Bodell felt Council should be consistent in charging applicants, and recalled that when Council approved building fees a few weeks ago, 10 x 10 foot tents were not exempt. The City Attorney explained that there is a UBC minimum requirement that does not trigger an inspection fee from the Building Department. Fee waivers and specific criteria will be an upcoming topic of discussion as it relates to master festival licensing. It was pointed out to Roger Harlan that coolers will be checked, there will be additional security at the concert, and the Police Department will be meeting

with the security team. There was discussion about beer being allowed, but no liquor; it was clarified that liquor is allowed, but no alcohol in glass. The City Attorney pointed out that the Police Department should be advised, as no liquor is a condition of approval. Ginger Reise of Deer Valley Resort stated that if liquor is not allowed they will withdraw their request, because it is different than other concerts and is too confusing to concert patrons. She explained in detail the expanded security requirements for this concert because of the age group it would attract. In response to a question from Jeff Mann about the client booths, Litishia Robinson of ZHT FM explained that the theme is sports, appealing to biking, skiing and boarding enthusiasts, along with college recruitment. Ms. Butz understood that Council is in agreement that the condition of approval regarding alcohol would be revised to allow liquor.

Hearing no further comments, the public hearing was closed.

3. Ordinance rewriting and reorganizing the Ethics Code, Title 3 of the Municipal Code of Park City; and rescinding Ordinances 91-22 and 95-38 - Mark Harrington advised that the ordinance will replace the current section in the Municipal Code in its entirety. This was discussed in work session and amended the draft language regarding listing individual candidate contributions over $50. The Mayor invited the public and the Council to comment. Hearing no comments, the public hearing was closed.

4. Ordinance amending Chapter 2.20 of the Land Management Code and the Sign Code, Title 12 of the Municipal Code of Park City, Utah - Ray Milliner reported that this was also discussed in work session. Candace Erickson asked the current square footage of the entry sign and Mr. Milliner believed it to be about 40 to 45 square feet. Ms. Erickson commented that the sign doesn't appear massive. With no further comments or questions, the public hearing was closed.

5. Ordinance amending the Land Management Code - Phase 2 Rewrite including Chapters 6, 8, 10, 11, and 14 **(motion to continue to August 9, 2001)** - The Mayor requested a motion to continued. Fred Jones, "I so move". Roger Harlan seconded. Motion carried unanimously.

6. Ordinance amending Chapter 13, Impact Fees of the Municipal Code of Park City, Utah regarding water impact fees **(motion to continue to August 9, 2001)** - The Mayor again requested a motion to continue to August 9. Fred Jones, "I so move". Roger Harlan seconded. Motion unanimously carried.

VI CONSENT AGENDA

Peg Bodell, "I move approval with the changes discussed earlier". Jeff Mann seconded. Motion unanimously carried. (See work session notes, specifically for changes to Items 2, 3, and 4).

1. An Ordinance approving a plat amendment to combine Lots 30, 31, and 32 of Block 17 of the Snyder's Addition to the Park City Survey into two (2) platted lots - See staff report and public hearing.

2. Master Festival License - ZHT FM concert in Deer Valley - August 10, 2001 - See staff report, work session notes, and public hearing.

3. Ordinance rewriting and reorganizing the Ethics Code, Title 3 of the Municipal Code of Park City; and rescinding Ordinances 91-22 and 95-38 - See staff report, work session notes and public hearing.

4. Ordinance amending Chapter 2.20 of the Land Management Code and the Sign Code, Title 12 of the Municipal Code of Park City, Utah - See staff report, work session notes and public hearing.

5. Resolution adopting an Interlocal Agreements with the Snyderville Basin Water Reclamation District - See staff report and work session notes.

6. Resolution approving a Memorandum of Understanding between Park City Municipal Corporation and Summit County regarding the permitting of Olympic events at the Park City Mountain Resort - See staff report.

VII PUBLIC HEARINGS

1. Request for a motion to continue an Ordinance approving a plat amendment to add a metes and bounds parcel to 3198 American Saddler Drive (Lot 4) and add a metes and bounds parcel to 3204 American Saddler Drive (Lot 3) and amend the Risner Ridge Subdivision, Park City, Utah and a decision on a request to zone a portion of the property from Recreation Open Space (ROS) to Residential Development (RD) - Planner Brooks Robinson advised that a public hearing was held on June 21 and testimony was rendered on these two items, however the zone request was not properly entered on the agenda which prompted a continuance also requested by applicant Terry Shapard. The item was continued to this date, and staff received a request from the applicants on Monday to again continue this item. However, the adjacent property owners were noticed and a number of them are in attendance this evening. He explained that the Council can consider the request to continue to another date or actions can be taken as outlined in the staff report of June 21, 2001. With no questions from the Council, the Mayor opened the floor to the audience.

Sara Henry, legal counsel for a group of neighbors, stated that they are opposed to the continuance. The neighbors would like a decision tonight as this has been going on for some time and it is felt that the applicants have had adequate opportunities to voice their opinions at the last hearing.

Bill Brauer, American Saddler resident, stated that Mrs. Shapard requested on June 21 that a decision not be made and that the matter be continued tonight, and found it ironic that they are not in attendance again. He believes this is a stalling tactic as this is the fifth meeting between the Planning Commission and City Council on this subject and it is time to bring it to closure.

With no further comments, the Mayor closed the public hearing.

2. Ordinance amending the Land Management Code - Phase 2, Chapter 4, Historic District Commission and Preservation of Historic Buildings and Sites - Preservation Planner Derek Satchell reported that work on the revisions began in 1998. During the HDC's review of the existing Chapter 4, it was determined that the following issues not adequately address :

- Procedure and process in determining historical significance;
- Use of the Park City Historic District Design Guidelines;
- Procedure and process involving HDC and administrative design review;
- Procedure and process involving building relocation and demolition (CADs);
- Procedure and process involving removal of hazardous buildings;
- Procedure and process involving appeals; and
- Procedure and process involving enforcement and penalties per current Uniform Building Code requirements.

The HDC also found that the existing Chapter 4 did not address these issues:

- Identify the boundaries and the specific buildings which composed the current Historic District;
- Statutory purpose and function of the HDC and planning staff regarding specific applications under their purview;
- Identify conditions involving demolition-by-neglect and procedures to mitigate such conditions; and
- Reference to the existence of City-sponsored preservation programs and incentives.

The HDC met formally and held retreats which were facilitated by the Utah Heritage Foundation between January and June 2000. The draft was forwarded to the Planning Commission on June 19, 2000 and between July 26, 2000 and April 25, 2001, the Commission met jointly and independently with the HDC to address concerns that each commission had as well as comments received by the general public. On April 25, 2001, the Planning Commission unanimously forwarded a positive recommendation to the City Council, which is the draft before Council. Mr. Satchell explained that the staff recommendation is for Council to review and discuss the proposed modifications to Chapter 4 of the LMC rewrite, conduct a public hearing, consider public input, and direct staff accordingly. The Mayor invited the Council to comment.

Council member Erickson questioned the two term limitation as it is not always an easy task attracting people to serve and it seems logical to want to retain members who are qualified and enthusiastic. Mr. Satchell responded that this issue was discussed many times by various groups and it was never formally removed from the draft, providing the City Council with the final decision. The initial intent was to provide opportunities for other members of the community to serve and to foster new perspectives. It was clarified that termination because of two consecutive absences occurs only when the absences are unexcused and Ms. Erickson felt that should be clarified in the language. She continued that she prefers designating a date identifying an historic structure, rather than including all structures over 50 years. Mr. Satchell explained that the HDC discussed this at length with staff and the Utah Heritage Foundation facilitator and the problem with selecting a specific date is omitting historic structures like the McPolin Barn which is not associated with the mining boom period. Ms. Bodell brought up A-frame houses that are nearly 50 years old and Mr. Satchell added that structures must substantially comply with other criteria to designate them as significant. Ms. Erickson expressed her concern that all homes over 50 years old would be required to comply with historic district standards. The City Attorney explained that *50 years* was chosen as a practical matter. Preservation designations in some municipal ordinances provide for a adjudicative survey hearing process and the HDC decided not to pursue this work cost prohibitive task and preferred a presumption of significance approach which can be rebutted in a hearing. He emphasized that this is a major shift which has been considerably debated. Mr. Satchell added that with the incentives provided by the City, most people want an historical designation.

With regard to the exterior painting section, Ms. Erickson found that requiring home owners to scrub their houses before painting seems onerous. Mr. Satchell explained that a paint approval policy already exists and Ms. Erickson believed that most home owners don't realize that approval is required. He added that the purpose of the ordinance is to foster communication with the public as there have been situations where historic material was damaged which could have been avoided.

Roger Harlan suggested that a mailing be sent to Historic District residents notifying them of the draft amendments. Derek Satchell stated that it is the HDC's intent to formulate a strong foundation, set the policies, and after holding public hearings, receive feedback rendered before the Planning Commission and the City Council. He suggested that Chapter 4 be available to all applicants in the District and Ms. Erickson believed that the public needs to be informed in an easier manner. He pointed out that the Chapter is only fifteen pages long and not difficult to read. With no further comments from the City Council, the Mayor invited the public to comment.

Tom Hurd, Historic District resident and HDC member, stated that contrary to the work session discussion, felt his concerns were not addressed as there have been no changes to the draft document. Some of his suggestions were made as early as April 2000 and he referred to correspondence received from UPAPA and Peter Barnes regarding the same issues. He emphasized that the proposal expands the bounds or the Historic District so that it is no longer a geographic location; it is, by definition, any building in the boundaries of Park City over 50 years old. There are mine buildings, towers, tunnels and other structures which will now be governed by Chapter 4, which is a major change. With regard to the amendment of requiring a majority of three members to make a formal decision, he discussed a recent HDC meeting where there was a quorum, but a member in attendance had a conflict and no action could be taken. Situations like this may slow down the business of the board. Another one of his suggestions involved a provision in Telluride's code, *"HARC shall not design or assist in the design of any buildings or projects submitted for approval. HARC shall restrict its considerations to a reasonable and professional review of the proposal and plans leaving full responsibility for the design and the development to the applicant"*. Mr. Hurd urged Council's consideration of this addition to eliminate staff designing projects. The process for exterior painting is fully covered in the design guidelines and he feels it superfluous to be detailed in the ordinance.

Peter Barnes, designer, clarified the difference between rehabilitation and restoration and insisted that the public has not been involved. There was discussion earlier about distributing a survey to residents in the Historic District which never occurred, and the City has deliberately excluded the public who have been failed in the process. He read a quote on *precedent*, which focused on the preemption of creativity. Mr. Barnes acknowledged the merits of building codes, but was offended by the exterior painting section and again not having a questionnaire distributed as people were under the impression that they could have their say without appearing before the City Council. He doesn't believe that the ordinance is an improvement or that the process is less onerous. In response to a question from Candace Erickson, Tom Hurd understood that the questionnaire has been prepared but has not been sent out as of this date. Pat Putt added that it is in a format to easily compare and assess responses. He understood that Mr. Barnes was referring to a survey regarding the development of the ordinance, which would have been another appropriate tool and probably should have been pursued. However, the questionnaire can be used to monitor both staff performance and the legislation which he has discussed at length with Mr. Barnes. Peter Barnes stated that the HDC dictates opinion and none of these rules were in place when historic structures were built. Every time a law is passed that is more restrictive, the Council should ask why, and if the public has not been asked, it shouldn't be done. He felt the ordinance will be passed anyway. There are pages of legislation about certificates of demolition when there were zero requests for CADs last year and there needs to be a system whereby his complaints are addressed. He emphasized that there are no provisions if the City doesn't meet its time guidelines, and relayed his frustration with a plat amendment that is scheduled 54 days after submitting his application.

Hearing no further comments or questions, the Mayor closed the public hearing.

3. Ordinance amending the Land Management Code, Section 15-2-11, HCB District, Access Service and Delivery to address problems concerning private trash containers on Main Street, Park City, Utah - Planner Jon Weidenhamer referred to his comments in work session. He added that on July 13, 2001, the Planning Commission voted unanimously to forward a positive recommendation to the City Council. Roger Harlan stated that if this ordinance is passed, that enforcement needs to consistent. Mr. Weidenhamer noted that violations will be handled on a complaint basis and are a Class C misdemeanors. Hearing no further comments, the public hearing was closed.

4. Resolution amending Section 1, Planning Fees, of Resolution No. 10-01 and replacing Resolution No. 10-01 in its entirety - Rick Lewis explained that Council reviewed this matter at its last meeting and this has been discussed on the radio and in the local newspaper. Included with the draft resolution is a fee analysis outlining cost recovery formulas for various applications. There was clarification on remodel fees, and in response to another question from Peg Bodell about the timing to reexamine fees, Mr. Lewis explained that fees should be reviewed at least every five years to remain current. These fees have not been increased for a number of years. Roger Harlan referred to the $3,300 fee for modifications to annexation agreements and asked if that would be charged for a minor change. Mr. Lewis stated that it is a flat fee and if the work becomes more intensive, staff can charge an hourly fee for its time. There was discussion about sign review fees being subject to a 1% surcharge from the state.

Peter Barnes felt that the fees may be appropriate if the Planning Department was doing a good job. He explained a lengthy 12 ½ month process experienced by his client, who went through two pre-conference meetings with staff, received an Historic District grant in the amount of $16,500 and the design review was recently postponed by the HDC. He believed they followed staff's direction on the design. There has been gross deficiencies and he overheard one of the members of the HDC admit to not seeing the plans. The merits of the application were not even considered before awarding the grant.

Hearing no further comments, the public hearing was closed.

VIII NEW BUSINESS

1. Request for a motion to continue an Ordinance approving a plat amendment to add a metes and bounds parcel to 3198 American Saddler Drive (Lot 4) and add a metes and bounds parcel to 3204 American Saddler Drive (Lot 3) and amend the Risner Ridge Subdivision, Park City, Utah and a decision on a request to zone a portion of the property from Recreation Open Space (ROS) to Residential Development (RD) - See staff report, work session notes, public hearing and minutes from meeting of June 21, 2001. Peg Bodell, "I move that we deny the continuance and deny the rezoning on this project". Fred Jones seconded. Motion unanimously carried. The City Manager advised that action should also be taken on the subdivision ordinance. Jeff Mann, "I move to

approve a plat amendment to add a metes and bounds parcel to 3198 American Saddler Drive (Lot 4) and add a metes and bounds parcel to 3204 American Saddler Drive (Lot 3) and amend the Risner Ridge Subdivision, Park City, Utah". Candace Erickson seconded. Motion carried unanimously. Roger Harlan directed staff to communicate the action to the applicant as soon as possible. Brooks Robinson explained that they will be informed of the proceedings and will receive written findings.

2. An Ordinance amending the Park City Land Management Code Section 15-2.6-11(HCB District - Access, Service, and Delivery) to address problems concerning private trash containers on Main Street - See staff report, work session notes, and public hearing. The Mayor requested a motion to approve the ordinance. Peg Bodell, "I so move". Jeff Mann seconded. Motion carried unanimously.

3. Resolution amending Section 1, Planning Fees, of Resolution No. 10-01 and replacing Resolution No. 10-01 in its entirety - See staff report and public hearing. Hearing no further comments, the Mayor requested a motion to approve. Peg Bodell, "I move that we approve the Resolution". Roger Harlan seconded. Motion carried unanimously.

4. Award of contract to Thiede Construction for the construction of the 12th Street Stairs in the amount of $103,875 - See staff report. Matt Twombly explained that this project is consistent with Council's priorities and as a part of the approval, there will be a contract executed with the Snyderville Basin Water Reclamation District in the amount of $24,150 for a total contract cost of $103,875. Roger Harlan felt that Thiede has done an excellent job on other stair projects and made a motion, "I move that we approve the contract with Thiede Construction for the construction of the 12th Street Stairs and the contract with SBWRD in the amount of $103,875". Fred Jones seconded. Motion unanimously carried.

5. Amendment to Memorandum of Understanding with the Park City Fire Service District and Resolution adopting an Interlocal Agreement regarding impact fees - See staff report. The Mayor requested a motion to approve. Peg Bodell, "I so move". Jeff Mann seconded. Motion unanimously carried.

6. Approval of letter of intent for regional transportation with Summit County - See staff report and work session notes. The Mayor requested a motion to approve. Fred Jones, "I so move". Roger Harlan seconded. Motion carried unanimously.

IX ADJOURNMENT

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

* * * * * * * *

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

Prepared by Janet M. Scott

Janet M Scott

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
MARCH 1, 1884
Seal

PARK CITY
1884

CITY COUNCIL REPORT

DATE: July 12, 2001
DEPARTMENT: Planning Department
AUTHOR: Jonathan Weidenhamer
TITLE: 1102 & 1106 Empire Avenue Replat
TYPE OF ITEM: Legislative

<u>**SUMMARY RECOMMENDATIONS:**</u> Conduct a public hearing, take any public input and consider the Planning Commission's recommendation to approve a plat amendment to combine lots 30, 31, and 32 of Block 17 of the Snyder's Addition to the Park City Survey into two (2) platted lots.

A. Summary.

Applicant:	Mike Allred
Location:	1102, 1106 Empire Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Date of Application:	May 8, 2001
Reason for Review:	Plat Amendments require City Council approval.

B. Background.

The project site is located at 1102, 1104, and 1106 Empire Avenue in the Historic Residential zone (HR-1). Currently the three, standard 25' x 75' Old Town lots are vacant. The applicant proposes to combine the three lots into two (2) 37.5' x 75' platted lots in order to accommodate two (2) new single family houses. The resulting addresses will be 1102 and 1106 Empire Avenue. The applicant previously received a variance to allow the reduction of the front yard setback at platted, unimproved 11th Street from ten feet (10') to three feet (3'). In addition to the variance and this plat amendment application, a CUP for Construction on a Steep Slope and Historic District Design Review applications will also be reviewed.

C. Analysis

The Planning Commission at their June 27, 2001 meeting held a public hearing and voted unanimously to forward a positive recommendation the City Council to approve this application. The property is zoned HR-1, Historic Residential. Single family structures are permitted and are commonly found in this zone, provided each lot is at least 1,875 square feet in area. The proposed plat creates two lots of 2812.5 square feet. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, and neighborhood compatibility will be verified for compliance during the pending CUP and HDC review.

D. NOTICE

Notice of this hearing was sent to property owners within 300' on June 13, 2001. No formal comments have been filed at the time of this report.

E. DEPARTMENT REVIEW

The Community Development Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with State Law prior to recordation. The request was discussed at a Staff Review Meeting on June 5, 2001, where representatives from local utilities and City Staff were in attendance. The Building Official requested a snow-shed easement agreement be created between the two lots prior to recordation of the plat. A condition of approval will reflect this request.

F. RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and consider the Planning Commission's recommendation to approve a plat amendment to combine lots 30, 31, and 32 of Block 17 of the Snyder's Addition to the Park City Survey into two (2) platted lots.

Findings of Fact:

1. The Planning Commission at their June 27, 2001 meeting held a public hearing and voted unanimously to forward a positive recommendation the City Council to approve this application.
2. The property is located in the Historic Residential zone (HR-1).
3. The proposed plat amendment will consolidate lots 30, 31, and 32 of Block 17 of the Snyders Addition to the Park City Survey into two (2) platted lots to allow the construction of two (2) new single-family homes.
4. The addresses for the existing lots are 1102, 1104, and 1106 Empire Avenue. The addresses for the proposed lots will be 1102 and 1106 Empire Avenue.
5. The minimum lot size allowed for a single family dwelling is 1,875 square feet. The proposed lot sizes will be 2,812.5 square feet.
6. No remnant lot created is created.
7. A ten (10) foot non-exclusive snow storage easement along Empire Avenue shall be dedicated to the City on the plat.
8. A variance for the reduction of the front yard setback at platted, unimproved 11th Street from 10' to 3' was received from the Board of Adjustment on April 3, 2001.
9. The applicant has applied for a CUP for Construction on a Steep Slope.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The amended plat is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed amended plat.

Conditions of Approval:

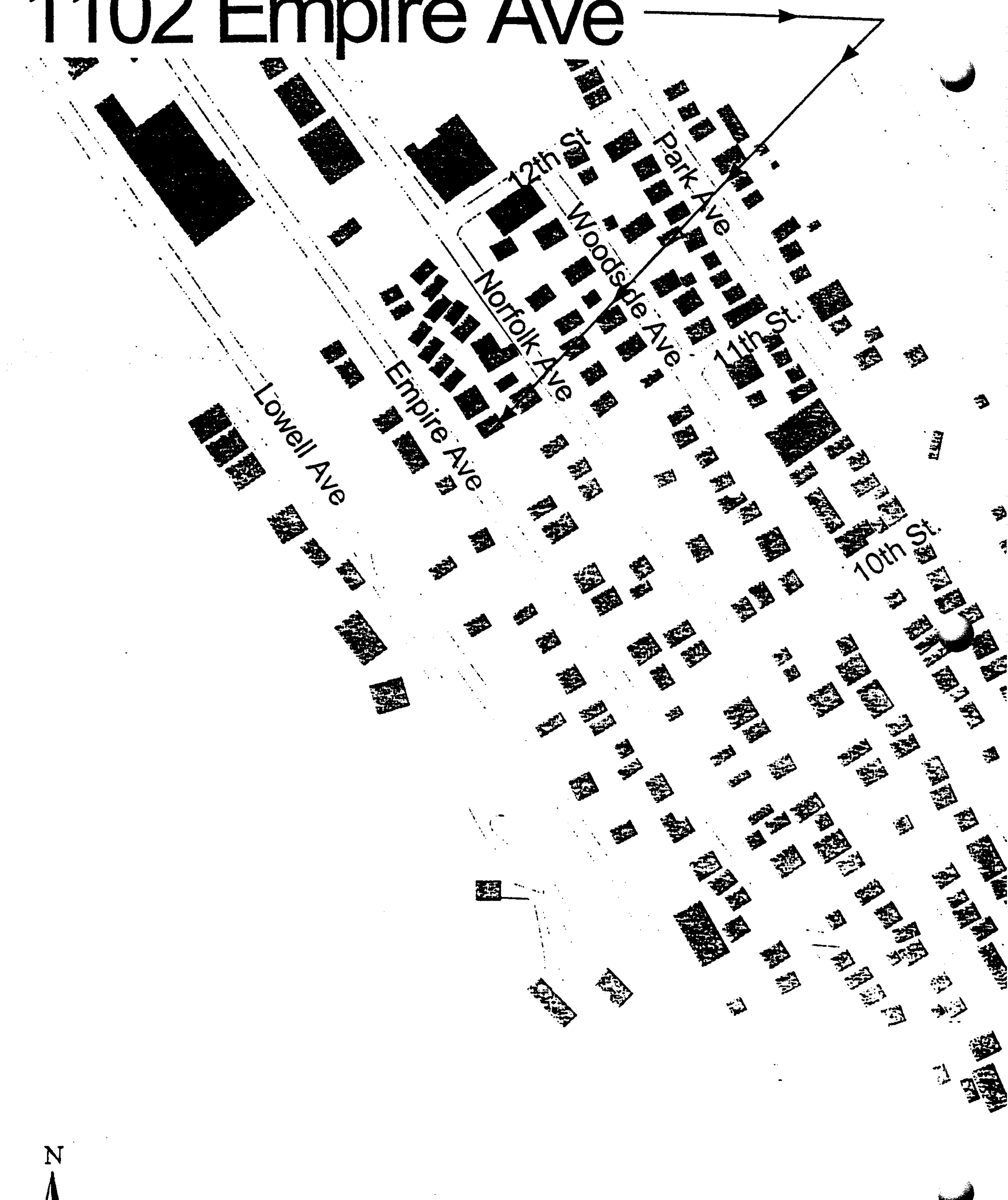
1. The City Attorney and City Engineer review and approve the final form and content of the replat for compliance with the Land Management Code and conditions of approval prior to recordation.
2. A Conditional Use Permit for Construction on a Steep Slope must be granted prior to the issuance of any building permits.

3. The proposed construction shall require compliance with the Historic District Design Guidelines.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one years time, this approval and the plat will be void.
5. No building permit will be issued prior to recordation of the Plat Amendment.
6. A snow storage easement agreement between 1102 and 1106 Empire Avenue shall be reviewed and approved by the Chief Building Official prior to recordation of the plat.
7. No further subdivision of the property is allowed.

G. <u>Exhibits</u>

Exhibit A - Location Map
Exhibit B - Proposed Replat
Exhibit C - Proposed Ordinance

1102 Empire Ave



Vicinity Map Exhibit A

24

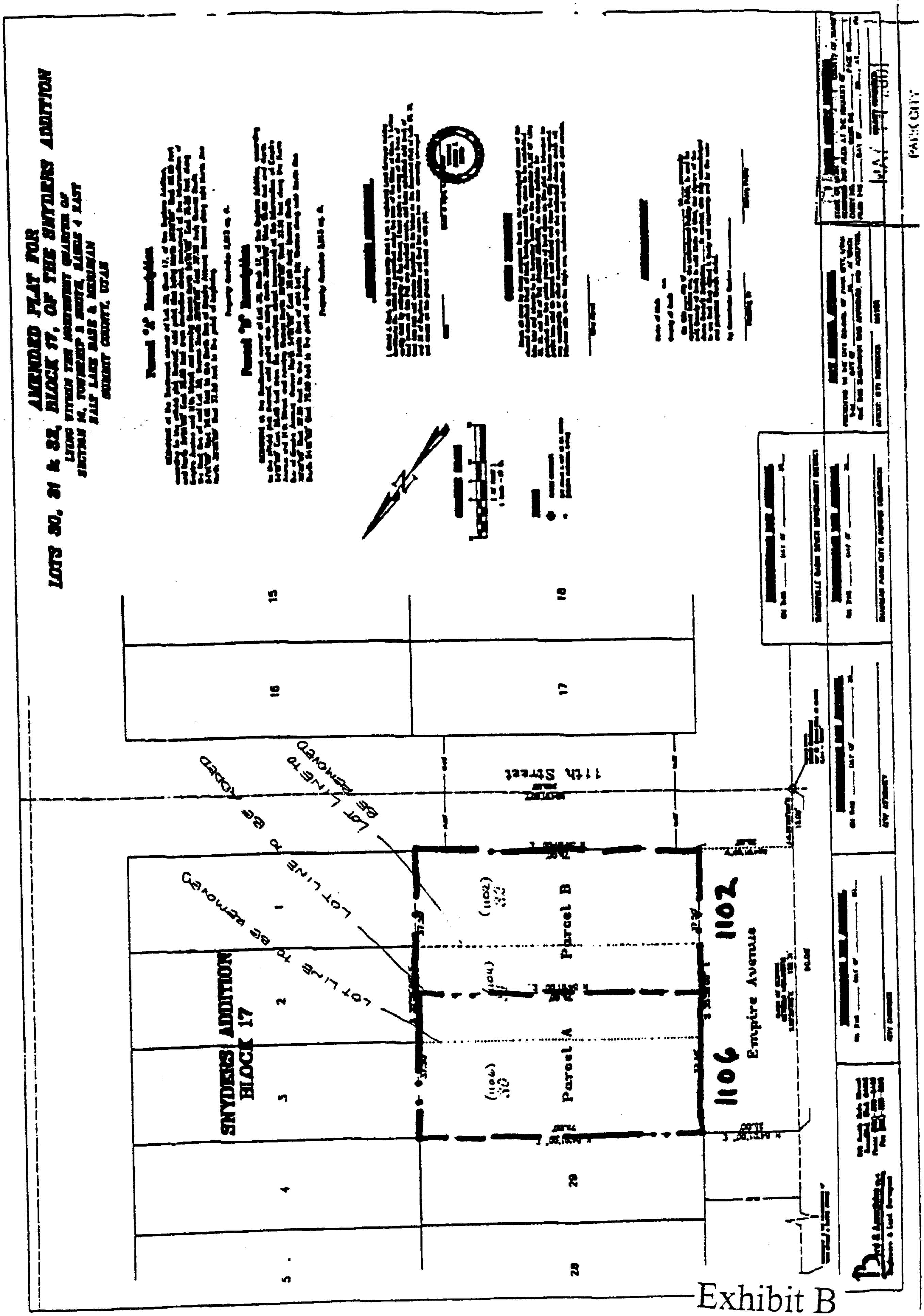

AMENDED PLAT FOR
LOTS 30, 31 & 32, BLOCK 17, OF THE SNYDERS ADDITION
SNYDERS ADDITION BLOCK 17
Parcel A
Parcel B
1106
1102
Empire Avenue
11th Street
LOT LINE TO BE REMOVED
LOT LINE TO BE ADDED
PARK CITY

Exhibit B

Ordinance No. 01-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO COMBINE LOTS 30, 31, AND 32 OF BLOCK 17 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO TWO(2) PLATTED LOTS.

WHEREAS, the owner of lots 30, 31, and 32 of Block 17 of the Snyder's Addition to the Park City Survey located at 1102, 1104, and 1106 Empire Avenue has petitioned the City Council for approval of a revision to the final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 27 2001, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on June 27, 2001, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 12, 2001, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the plat amendment to the Park City Survey.

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

SECTION 1. APPROVAL. The Park City Survey is hereby amended as shown in Exhibit C subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Planning Commission at their June 27, 2001 meeting held a public hearing and voted unanimously to forward a positive recommendation the City Council to approve this application.
2. The property is located in the Historic Residential zone (HR-1).
3. The proposed plat amendment will consolidate lots 30, 31, and 32 of Block 17 of the Snyders Addition to the Park City Survey into two (2) platted lots to allow the construction of two (2) new single-family homes.
4. The addresses for the existing lots are 1102, 1104, and 1106 Empire Avenue. The addresses for the proposed lots will be 1102 and 1106 Empire Avenue.
5. The minimum lot size allowed for a single family dwelling is 1,875 square feet. The proposed lot sizes will be 2,812.5 square feet.
6. No remnant lot created is created.
7. A ten (10) foot non-exclusive snow storage easement along Empire Avenue shall be dedicated to the City on the plat.
8. A variance for the reduction of the front yard setback at platted, unimproved 11th Street from 10' to 3' was received from the Board of Adjustment on April 3, 2001.

9. The applicant has applied for a CUP for Construction on a Steep Slope.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The amended plat is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed amended plat.

Conditions of Approval:

1. The City Attorney and City Engineer review and approve the final form and content of the replat for compliance with the Land Management Code and conditions of approval prior to recordation.
2. A Conditional Use Permit for Construction on a Steep Slope must be granted prior to the issuance of any building permits.
3. The proposed construction shall require compliance with the Historic District Design Guidelines.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one years time, this approval and the plat will be void.
5. No building permit will be issued prior to recordation of the Plat Amendment.
6. A snow storage easement agreement between 1102 and 1106 Empire Avenue shall be reviewed and approved by the Chief Building Official prior to recordation of the plat.
7. No further subdivision of the property is allowed.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 12th day of June, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, Mayor

ATTEST:

____

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, City Attorney

PARK CITY
1884

CITY COUNCIL REPORT

DATE: **July 12, 2001**
DEPARTMENT: **Facilities and Special Events**
AUTHOR: **Alison Butz/Megan Ryan**
TITLE: **ZHT Concert Festival at Deer Valley Resort**
TYPE OF ITEM: **Master Festival License Application**

SUMMARY RECOMMENDATIONS: Conduct a public hearing and approve the Master Festival License application as conditioned for the ZHT concert at Deer Valley on August 10, 2001.

A. TOPIC

Review of the Master Festival License Application, submitted by the Deer Valley Resort and Clear Channel Productions for the ZHT Concert Festival at Deer Valley Resort on August 10, 2001.

B. BACKGROUND

The proposed festival is in keeping with similar events that have been approved at Deer Valley for United Concerts. Staff proposes to condition the event with practices used at the United Concert events in order to maintain a safe and fun event.

B. Analysis

The proposed event is a musical festival that would start Friday afternoon (approximately 2 pm)and conclude at 10 pm. Five to six bands are proposed to play at the Deer Valley Outdoor Amphitheater. Vendors and outdoor activities will be provided within the ticketed venue. A portable climbing wall sponsored by the National Guard will be utilized at the event. The location, permits and insurance associated with this activity will need to be reviewed by staff and complied with by the applicant prior to any use. Beer sales through Deer Valley licensed vendors will be permitted. Coolers will be permitted at the event. Glass containers along with alcohol will be prohibited. Wristbands will be required for purchase of beer. Private security forces will be utilized in addition to Park City Police. Parking for the event will occur in Deer Valley's parking lots. Deer Valley will also supply parking attendants for the event. Ticket sales will be limited to 5, 000, similar to the maximum permitted for United Concerts.

ALTERNATIVES

A. Conduct a public hearing and grant a Master Festival License for the event as conditioned.

B. Conduct a public hearing and deny the Master Festival License with specific findings.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival August 10, 2001 for the ZHT concert based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The conduct of the event will not substantially interrupt the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
2. The conduct of the event will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
3. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
4. The event will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions. The only other event scheduled for this weekend is the Mountain Town Stages regularly scheduled series.
5. The event does not create the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
6. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
7. The facts discussed in the Analysis section are incorporated herein.

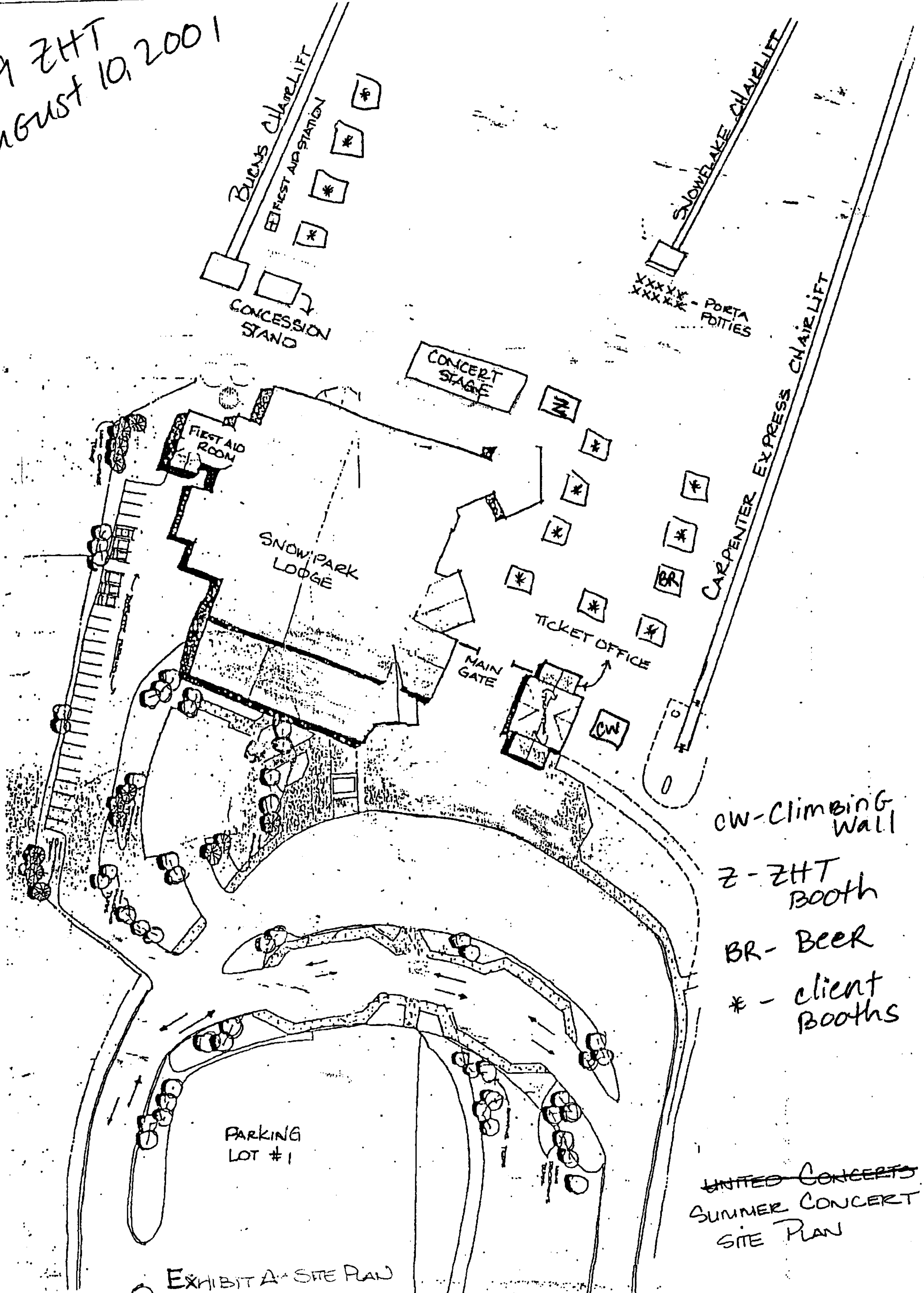
Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The event shall conclude at 10 pm.
2. Wrist bands are required for beer sales.Coolers brought in by ticket holders are permitted but with no glass or alcohol can be brought into the venue.
3. Ticket sales are limited to 5,000.
4. The applicant is responsible for all costs borne by the Park City Police Department for costs related to general enforcement at the event. The Park City Police shall determine the number of officers required at a pre- meeting to occur by August 8, 2001.
5. Building permits and inspections are required for tents. Fees are waived for any tents under 200 square feet.
6. Music is permitted on the stage from 2:30 pm to 10:00 pm.
7. The location, permits and insurance for the portable climbing wall will need to be reviewed

94.9 ZHT
August 10, 2001



CW - Climbing Wall

Z - ZHT Booth

BR - Beer

* - client Booths

~~UNITED CONCERTS~~
SUMMER CONCERT SITE PLAN

EXHIBIT A - SITE PLAN

and approved by staff prior to any use.

8. The applicant shall comply with all Summit County Health Department requirements for the food vendors.
9. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
10. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Exhibit A - Site Plan

PARK CITY
1884

Staff Report

DATE: 7/09/01
DEPARTMENT: Legal
AUTHOR: Mark Harrington
Cindy LoPiccolo
TITLE: **Ethics Code Amendments**
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Adopt the attached Ordinance which updates the Ethics Code, including updated candidate reporting requirements effective for the next election.

DESCRIPTION:

A. Topic:

Ethics, Title 3 of the Municipal Code of Park City.

B. Background:

The purpose of the proposed update and reorganization of the City's Ethics Code is to properly reflect state code requirements concerning conflicts of interest reporting and campaign disclosure. These changes are primarily clean-up of statute citations. The City has had more strict reporting requirements than the statutory minimums in the area of campaign disclosure. The attached Ordinance incorporates those changes, as well as adding several new sections as explained below. These changes are intended to codify existing policies of the City Council and City Attorney's Office with respect to standards of conduct, ex parte communications, and conflicts of interest.

C. Analysis:

The attached Ordinance replaces Title 3 in its entirety. The more substantive changes include:

1. Prohibiting lobbying the Council for non-Council/Mayor appointed positions. The new section would prohibit a job applicant from lobbying the City Council for a position subject to appointment by the City Manager.

2. Prohibits ex parte communications during quasi-judicial hearings.

3. Provides for an exception to the prohibition on later case interest. The current code prohibits future participation by past officers and employees on matters that such officials directly participated in. Several former officials and employees have had concerns about the broad nature (no time limit) of this provision. Rather than insert a time lime, like two years, staff recommends an exception section at the discretion of City Council upon a finding of no conflict. This mirrors the procedure for an attorney conflict of interest, yet still protects the government process from improper influence. The approval would have to be made publicly and at a regular meeting.

4. Campaign financial disclosure requirements have been clarified and reviewed to meet the legislative requirements of the Utah State Code. U.C.A. 10-3-208(1)(a)(ii) The City's reporting requirements are more strict than the minimum required by the state statute. Requirements concerning the final campaign report have been amended to require filing of an amended report in the event a contribution is received or expenditure made following the filing of the initial final campaign report, which addresses a problem that occurred in a prior election.

D. <u>Department Review</u>:

The Ordinance was reviewed by the Administrative and Legal Departments.

<u>ALTERNATIVES</u>:

A. <u>Approve the Ordinance</u>: Adopt the attached Ordinance which updates the Ethics Code, including updated candidate reporting requirements effective for the next election. This is the recommended action.

B. <u>Reject the Ordinance</u>: Candidates would still have to follow the state code, which staff would incorporate to the candidate packets.

C. <u>Continue the Item</u>: Direct staff as to what additional information the Council needs to approve the ordinance.

D. <u>Direct staff to make specific changes and approve the Ordinance.</u> Modify the Ordinance as necessary and approve it.

<u>SIGNIFICANT IMPACTS</u>:

The changes represent a more aggressive ethics code, and incorporates existing policies. Timely adoption of the reporting changes prior to the filing deadline will simplify candidate packets and ensure compliance with recent changes.

Ordinance No. 01-

AN ORDINANCE REWRITING AND REORGANIZING THE ETHICS CODE, TITLE 3 OF THE MUNICIPAL CODE OF PARK CITY; AND RESCINDING ORDINANCES 91-22 AND 95-38

WHEREAS, an Ethics Code has been adopted by the City Council of Park City, Utah to establish guidelines for ethical standards of conduct for all City officers and employees; and

WHEREAS, it is in the best interest of the community to direct disclosure by City officers and employees of private, financial or other interest in matters affecting the City; and

WHEREAS, the City Council finds that the proposed changes to the Ethics Code are necessary to organize the Ethics Code into separate chapters in order to address a code of ethics for employees and officials, conflicts of interest disclosure, and campaign disclosure; and

WHEREAS, the Legal Staff has incorporated requirements of the Utah State Code for municipalities in recommending these changes to the Ethics Code. The amendment includes legislative requirements to the Utah State Code concerning ethics, conflict of interest reporting and campaign disclosure

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

SECTION 1. AMENDMENT TO TITLE 12 OF THE PARK CITY MUNICIPAL CODE Title 3 of the Municipal Code of Park City is hereby repealed and replaced in its entirety to read as follows and table of contents adjusted accordingly:

TITLE 3 - ETHICS

CHAPTER 1 - CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES; RESPONSIBILITY OF PUBLIC OFFICIALS

3- 1- 1. DECLARATION OF POLICY.

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid.

The purpose of this Chapter is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the City and by directing the disclosure by such officials and employees of private financial or other interests in matters affecting the City.
The provisions of this Chapter and such rules and regulations as may be established are hereby declared to be in the best interest of the City and for the protection of the public health, safety and welfare of its citizens.

3-1-2. FAIR AND EQUAL TREATMENT.

(A) **INTEREST IN APPOINTMENTS**. The canvassing of members of the City Council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to municipal service, shall disqualify the candidate for appointment except with reference to positions filled by appointment by the City Council or the Mayor with the consultation of the City Council.

(B) **DISCRIMINATION IN APPOINTMENTS**. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.

(C) **OBLIGATIONS TO CITIZENS**. No City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

3-1-3. AGENTS OF PUBLIC PURPOSE.

City officers and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold and impartially carry out federal, state and City laws. They are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public interests must be their primary concern, their conduct in both their official and private affairs should be above reproach.

3-1-4. GIFTS; USE OF OFFICE FOR PERSONAL BENEFIT PROHIBITED.

No City officer or employee shall knowingly accept any economic benefit tantamount to a gift which creates a conflict of financial interest and is given by any person, firm or corporation which to his or her knowledge it interested, directly or indirectly, in any manner whatsoever in business dealings with the City. No City officer or employee shall accept any economic benefit tantamount to a gift regardless of amount, retainer or compensation that is contingent upon a specific action by the City Council, a City commission, board or committee, or a City agency.

(A) As used in this section "economic benefit tantamount to a gift" includes:

(1) A loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

(2) Compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

(B) It is an offense for an elected or appointed officer or City employee, to:

(1) disclose or improperly use private, controlled, or protected information acquired by reason of his or her official position or in the course of official duties in order to further substantially the officer's or employee's personal economic interest or to secure special

privileges or exemptions for himself or others;

(2) use or attempt to use his or her official position to:

(a) further substantially the officer's or employee's personal economic interest; or

(b) secure special privileges for himself or herself or others; or

(3) knowingly receive, accept, take, seek, or solicit, directly or indirectly, for himself or another a bribe, gift of substantial value, or a substantial economic benefit tantamount to a gift that:

(a) would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or

(b) the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

(C) **<u>EXCEPTIONS</u>**. Subsection (B)(3) does not apply to:

(1) an occasional nonpecuniary gift having a value of less than $50;

(2) an award publicly presented in recognition of services;

(3) any bonafide loan made in the ordinary course of business;

(4) a political campaign contribution; or

(5) any gift which would have been offered or given to a person if he or she were not a city officer or employee.

3-1-5. USE OF PUBLIC PROPERTY.

No City officer or employee shall request or permit the use of City-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official City business.

3-1-6. EX PARTE COMMUNICATIONS.

(A) No City officer or employee who has the power to act on a pending quasi-judicial matter shall encourage, make or accept any ex parte or other unilateral application or communication that includes the interests of other parties in a quasi-judicial matter under consideration when such application or communication is designed to influence the official decision or conduct of the officer or other officers, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him or herself or others. The purpose of this provision is to guarantee that all interested parties to any quasi-judicial matter shall have equal opportunity to express and represent their interests.

(B) Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient.

(C) Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

(D) A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

3- 1- 7. CITY ALLEGIANCE AND PROPER CONDUCT.

(A) **INCOMPATIBLE EMPLOYMENT**. No City officer or employee shall engage in or accept any private employment, or render services for private interest, when such employment or service is incompatible with proper discharge of his or her official duties or would tend to impair his or her independence or judgement or action in the performance of those duties unless otherwise permitted by law.

(B) **REPRESENTING PRIVATE INTEREST BEFORE THE CITY AGENCIES**. No City officer or employee shall appear on behalf of any private person, other than himself, his spouse or minor children before any City agency. However, a member of the City Council may appear before City agencies on behalf of his constituent in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

3- 1- 8. AVOIDANCE OF IMPRESSIONS OF CORRUPTIBILITY.

City officer and employees, whether appointed or elected, full time or part time, paid or unpaid, should conduct their official and private affairs so as not to give a reasonable basis for the impression that any such officer or employee can be improperly influenced in the performance of his or her public duties. Such officers or employees should so conduct themselves as to maintain public confidence in their performance of the public trust in the government they represent. All City officials and employees should avoid even the appearance of conflict between their public duties and private interests.

3- 1- 9. POLITICAL ACTIVITY OF MUNICIPAL OFFICER OR EMPLOYEE.

(A) For purposes of this section, "hours of employment" means occurring at a time when a City officer or employee is acting within the course and scope of employment, but excludes a lunch break afforded to the officer or employee.

(B) Except as otherwise provided by federal law:

> (1) the partisan political activity, political opinion, or political affiliation of an applicant for a position with a municipality may not provide a basis for denying employment to the applicant;
>
> (2) a City officer or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment,

promotion, disciplinary action, demotion, or dismissal.

(3) A City officer or employee may not engage in political campaigning or solicit political contributions during hours of employment;

(4) A City officer or employee may not use City equipment while engaged in political activity;

(5) A City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes; and

(6) A City officer or employee may not attempt to make another officer or employee's personnel status dependent on the officer or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

(C) A City employee who has filed a declaration of candidacy may:

(1) be given a leave of absence for the period between the primary election and the general election; and

(2) use any vacation or other leave available to engage in campaign activities.

(D) Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.

(E) Nothing in this Chapter may construed to:

(1) prohibit a City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or

(2) permit a City officer or employee partisan political activity that is prohibited under federal law.

(F) No officer or employee shall orally, by letter or otherwise solicit or participate in soliciting any assessment, subscription or contribution to any political party during working hours on the premises of any governmental property owned by the City.

(G) No officer or employee, whether elected or appointed, shall promise any appointment to any position with the City as a reward for any political activity.

3- 1- 10. LATER CASE INTEREST; FUTURE EMPLOYMENT.

It is improper for any former City officer or employee, after the termination of service or employment with the City, to appear as a compensated representative before the City Council, or any of its agencies, in connection with any case or matter in which such former officer or employee was duly connected or personally participated in a policy-making capacity or managerial capacity while an officer or employee of the City during the period of his service or employment, or which was under his active consideration.

Such former officer or employee may be released from the obligation imposed by the provisions of this section upon the submission of a written request to the Council in advance of his or her proposed appearance and a certification that, while an officer or employee of the City, took no action or obtained no information which would prejudice his or her conduct or presentation, either at the time he or she was an officer or employee, or at the time of the presentation.

CHAPTER 2 - DISCLOSURE; CONFLICTS OF FINANCIAL INTEREST.

3- 2- 1. PURPOSE.

The purpose of this Chapter is to establish standards of conduct for municipal officers and employees and to require these persons to disclose actual or potential conflicts of interest between their public duties and their personal interests.

3- 2- 2. CONFLICT OF INTEREST CODE.

With regard to conflicts of financial interests, this Chapter shall be deemed the "Conflicts of Interest Code" of Park City Municipal Corporation.

3- 2- 3. DEFINITIONS.

(A) **APPOINTED OFFICER**. Any person appointed to any statutory office or position or any other person appointed to any position of employment with the City. Appointed officers include, but are not limited to, persons serving on special, regular, or full-time committees, agencies, or boards whether or not such persons are compensated for their services. The use of the word "officer" in this part is not intended to make appointed person or employees "officers" of the City.

(B) **ASSIST**. Means to act, or offer or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity, believing that such action is of help, aid, advice, or assistance to such person or business entity and with the intent to assist such person or business entity.

(C) **BUSINESS ENTITY**. A sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.

(D) **CITY EMPLOYEE**. A person who is not an elected or appointed officer who is employed on a full or part-time basis by the City.

(E) **CITY OFFICER**. Any appointed or elected officer. Shall include the Mayor, City Council, all Mayor-appointed City officials and the members of City agencies, boards, committees, and commissions.

(F) **COMPENSATION**. Anything of economic value, however, designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity by anyone other than the governmental employer for or in consideration of personal services, materials, property or any other thing whatsoever.

(G) **ELECTED OFFICER**. Any person elected or appointed to the office of mayor or city council.

(H) **IMPROPER DISCLOSURE**. Disclosure of private, controlled, or protected information to any person who does not have both the right and the need to receive the information.

(I) **INTEREST**. Direct or indirect pecuniary or material benefit accruing to a city officer or employee as a result of an official act or action by or with the City, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this Chapter, an appointed or elected officer or City employee shall be deemed to have an interest in the affairs of:

(1) any person related to him by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity, determined by the civil law method, and a divorce or separation between spouses shall not be deemed to terminate any such relationship;

(2) any person or business entity with whom a contractual relationship exists with the elected or appointed officer, or City employee;

(3) any business entity in which the appointed or elected officer or City employee is an officer, director, or member having a financial interest in, or employed by;

(4) any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent (5%) of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee.

(J) **MUNICIPAL BODY**. Any public board, commission, committee, or other public group organized to make public policy decisions or to advise persons who make public policy decisions.

(K) **OFFICIAL ACT OR ACTION**. Any legislative, administrative, appointive or discretionary act of any City officer or employee of the City or any agency, board, committee or commission thereof.

(L) **POLITICAL PURPOSE**. An act done with intent or in such a way as to influence or tend to influence, directly or indirectly, the election of a candidate or the disposition of any issue on the ballot at a municipal election.

(M) **PRIVATE, CONTROLLED, OR PROTECTED INFORMATION**. Information classified as private, controlled, or protected under Municipal Code Title 62, Chapter 2, Government Records Access and Management Act or other applicable provision of law.

(N) **SUBSTANTIAL INTEREST**. Ownership, either legally or equitably, by an individual, his spouse, or his minor children, of at least ten percent (10%) of the outstanding shares of a corporation or ten percent (10%) interest in any other business entity.

3- 2- 4. CONFLICT OF INTEREST DISCLOSURE IN LEGISLATIVE ACTION.

(A) Every City officer who is an officer, director, agent, or employee or the owner of a substantial interest or has any personal interest or investment in any business entity which does or anticipates doing business with the City, shall publicly disclose to the members of the body in which he or she is a member or by which he or she is employed immediately prior to any proposed action or discussion by such body concerning matters relating to such business entity, the nature of his interest in that business entity.

(B) Any personal interest or investment by a City Officer or employee which creates a conflict between the employee's or official's personal interests and his public duties shall be disclosed in open meeting to the members of the municipal body.

(C) The disclosure statement shall be entered in the minutes of the meeting.

3- 2- 5. PREACQUISITION OF INTEREST; INTEREST IN CONTRACT OR TRANSACTION.

No City officer or employee with respect to any contract or transaction which is or may be subject to an official act or action of the City shall acquire an interest in such contract or transaction at a time when the City officer or employee believes or has reason to believe that it will directly or indirectly be affected by an official act of the City.

Regardless of whether he or she abstained from participating in the City decision to award or enter into a contract, no elected or appointed City officer, or employee having the power or duty to perform an official act or action, related to a contract or transaction, shall:

(A) have or thereafter acquire an interest in such contract or transaction; or

(B) have an interest in any business entity representing advising or appearing on behalf of, whether paid or unpaid, any person involved in such contract or transaction; or

(C) have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;

(D) have solicited, accepted or granted a present or future gift, favor, service or thing of value from or to a person involved in such contract or transaction; or

(E) have encouraged, made or accepted any ex parte or unilateral applications or communication where a determination is to be made after a public hearing and such public employee fails to make the contents of the communication a part of the record.

3- 2- 6. DISCLOSURE OF INFORMATION.

No City officer or City employee with respect to any contract or transaction which is or may be the subject of an official act or action of the City shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, or use such information to advance the financial or other interests of himself or others.

3- 2- 7. PUBLIC CONTRACTS.

No City officer or employee who, in his capacity as such officer or employee participates in the making of a contract in which he has a private pecuniary interest, director indirect, or performs in regard to that contract some function requiring the exercise of discretion on his part, shall enter into any contract with the City unless:

(A) the contract is awarded through a process of public notice and competitive bidding; or

(B) the City Attorney waives the requirement of this section after determining that it is the best interest of the City to do so.

3- 2- 8. EXCEPTIONS TO CHAPTER.

(A) It shall not be deemed a violation of the standards of this Chapter if the interest of a City officer or employee, as a person or business entity, is a contractual obligation of less than five hundred dollars ($500.00), which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not the first in a series of two or more loans or debts which either of the parties is under the obligation to make or incur; or

(B) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans shall not be deemed to create an interest in violation of this Chapter; or

(C) A contract for a commercial retail sale, even though over the value of five hundred dollars ($500.00), shall not be deemed to create an interest in violation of this Chapter.

3- 2-9. COMPENSATION FOR ASSISTANCE IN TRANSACTION INVOLVING CITY - PUBLIC DISCLOSURE AND FILING REQUIRED.

Refer to Utah Code Section 10-3-1305, hereby incorporated.

3- 2-10. INTEREST IN BUSINESS ENTITY REGULATED BY MUNICIPALITY - DISCLOSURE STATEMENT.

Refer to Utah Code Section 10-3-1306, hereby incorporated.

3- 2-11. COMPLAINTS CHARGING VIOLATIONS - PROCEDURE.

(A) Any complaint against a person who is under the merit system, charging that person with a violation of this Chapter, shall be filed and processed in accordance with the provisions of the merit system.

(B) If the person charged with the violation is not under any merit system, then the complaint shall be filed with the Mayor or City Manager. The Mayor or City Manager shall investigate the complaint and shall give the person an opportunity to be heard. A written report of the findings and the recommendation of the Mayor or City Manager shall be filed with the governing body. If the governing body finds that the person has violated this part, it may dismiss, suspend, or take such other appropriate action with respect to the person.

CHAPTER 3 - CAMPAIGN DISCLOSURE

3- 3- 1. PURPOSE.

It is the intent of this section to encourage candidates for the office of Mayor or Council member to follow the basic principles of decency, honesty, and fair play in order that, there be fairly conducted campaigns and that the citizens of Park City may exercise their constitutional right to vote, free from dishonest and unethical practices.

Candidates are encouraged to conduct their campaigns openly and publicly, discussing the issues as they see them, presenting their record and policies with sincerity and frankness, and criticizing without fear or disfavor the record and policies of their opponents or political parties which merit such criticism.

3- 3- 2. DEFINITIONS.

(A) **CAMPAIGN STATEMENT**. Sworn election campaign contribution and expenditure statement prepared and executed by a candidate.

(B) **CAMPAIGN COMMITTEE**. A committee of citizens formed to campaign for a specific candidate.

(C) **CANDIDATE**. Any person who:

(1) Files a declaration of candidacy for an elected office of the City; or

(2) Received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such person's nomination or election to such office; or

(3) Causes on his or her behalf, any written material or advertisement to be printed, published, broadcast, distributed or disseminated which indicates an intention to seek such office.

(D) **CONTRIBUTION**.

(1) Any of the following when done for political purposes:

(a) A gift, subscription, donation, unpaid or partially unpaid loan, advance, or deposit of money or anything of value, or on behalf of a candidate, or a candidate's election committee.

(b) An express, legally-enforceable contract, promise, or agreement to make a gift, subscription, donation, loan, advance, or deposit of money or anything of value to or on behalf of a candidate, or a candidate's election committee.

(c) Any transfer of funds from a political committee, a party committee, another candidate, an officeholder, or a campaign committee to a candidate, or a candidate's election committee.

(d) Compensation paid by any person or committee, other than the candidate, or the candidate's election committee, for person services rendered for, but without charge to, the candidate or the candidate's election committee;

(e) Goods or services provided at less than fair market value to, or for the benefit of a candidate, or a candidate's election committee.

(2) For the purposes of this Chapter, contributions other than money or its equivalent shall be deemed to have a value equivalent to the fair market value of the contribution.

(3) "Contribution" does not include:

(a) services provided without compensation by an individual or individuals volunteering their time on behalf of a candidate, or a candidate's election committee;

(b) money lent to a candidate or a candidate's election committee, at market rate, in the ordinary course of business.

(E) **EXPENDITURE**.

(1) Any disbursement from receipts or from the separate bank account required in Section 3- 3- 3;

(2) A purchase, payment, donation, distribution, loan, advance, deposit, gift of money or anything of value, made by or on behalf of a candidate or a candidate's election committee for political purposes;

(3) An express, legally-enforceable contract, promise, or agreement to make any purchase, payment, donation, distribution, loan, advance, deposit, gift of money or anything of value, by or on behalf of a candidate or the candidate's election committee for political purposes;

(4) A transfer of funds between political or party committees and a candidate's election committee; or

(5) Goods or services provided to or for the benefit of another candidate or another candidate's election committee for political purposes at less than fair market value.

(F) **ELECTION OFFICIAL**. The City Recorder or designee.

(G) **PERSON**. As used in this section, "person" includes a firm, association, corporation, campaign committee or organization.

(H) **POLITICAL PURPOSE**. An act done with the intent or in a way to influence or tend to influence, directly or indirectly, any person to refrain from voting or to vote for or against any candidate for public office at any primary or general election.

3- 3- 3. SEPARATE BANK ACCOUNT REQUIRED.

(A) Each candidate or candidate's personal election committee shall deposit each contribution received in one or more separate campaign accounts in a financial institution.

(B) The candidate or candidate's personal campaign committee may use the monies in those accounts for political purposes only.

(C) A candidate or a candidate's personal campaign committee may not deposit or mingle any contributions received in a personal or business account.

(D) If a person is no longer a candidate, surplus campaign funds must be dispersed pursuant to criteria in Section 3- 3- 6 below and reported in the candidate's final campaign statement.

3- 3- 4. CONTRIBUTIONS TO CANDIDATES - LIMITATIONS.

(A) No person shall make cash contributions, the total of which exceeds fifty dollars ($50.00), during any one campaign, to any candidate or his or her authorized election campaign committee, with respect to any election for City office; however, there shall be no limit as to the amount contributed by a person or entity to an election committee or candidate if that contribution is made in the form of a personal or certified check or bank draft.

(B) The acceptance of anonymous contributions is prohibited. Any anonymous contribution received by a candidate or election committee shall be transmitted to the City Treasurer for deposit in the general fund.

3-3-5. CAMPAIGN CONTRIBUTIONS AND EXPENDITURES TO BE REPORTED.

Each candidate or election campaign committee must file a sworn campaign contribution and expenditure statement, as follows:

(A) <u>**SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT - CONTENT**</u>. The campaign statements shall include a detailed listing of each monetary and service contribution received and expenditure made, as follows:

(1) **Contributions**. A list of contributions of fifty dollars ($50.00) or more received by, or on behalf of, the candidate or his/her election committee, including:

(a) the name and address of the contributor;

(b) the date contribution was received;

(c) dollar amount contributed or fair market value of service contributed; and

(f) a net balance of contributions for the period.

(2) **Contributions Less Than Fifty Dollars ($50.00).**

(a) For all individual contributions or public service assistance of $50 or less, a single aggregate figure may be reported without separate detailed listings.

(b) Two (2) or more contributions from the same source that have an aggregate total of more than $50 may not be reported in the aggregate, but shall be reported separately per section (1) above.

(3) **Expenditures**. A list of expenditures made and obligations incurred as a part of the campaign effort shall include:

(a) the name and address of every recipient to whom disbursement was made;

(b) the amount expended or for each nonmonetary expenditure, the fair market value of the expenditure;

(c) the date of payment; and

(d) a net balance of expenditures for the period.

(4) **Statements Balances**. Each campaign statement shall include the net balance from the previous statement, if any, and show a net balance from the last statement plus all receipts minus all expenditures.

(B) <u>**REPORTING FIRST SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT - DEADLINE**</u>. Every candidate running for the office of Mayor or City Council shall file a first campaign statement with the election official at least seven (7) calendar days preceding the date of the primary election. See criteria outlined in Section (A) above.

(C) **<u>REPORTING FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT FOR CANDIDATE ELIMINATED IN PRIMARY - DEADLINE</u>**. Those candidates eliminated in the primary election must file a final campaign statement with the election officer within thirty (30) calendar days after the primary election. See Section (A) criteria above.

The final campaign statement shall contain a paragraph signed by the candidate certifying that, to the best of the candidate's knowledge, all receipts and all expenditures have been reported as of the date the statement is executed, and that there are no bills or obligations outstanding and unpaid except as set forth in that report.

Refer to Section 3-3-6 below concerning disposition of surplus campaign funds.

(D) **<u>REPORTING SECOND SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT</u>**. Following the primary election, every candidate still eligible for the office of Mayor or City Council in the general election shall file a second campaign statement with the election official at least seven (7) calendar days preceding the date of the general municipal election. See criteria of Section (A) above.

(E) **<u>REPORTING FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT</u>**. All candidates in the general election must file a final campaign statement with the election official within thirty (30) days after the general election. See criteria of Section (A) Above.

The final campaign statement shall contain a paragraph signed by the candidate certifying that, to the best of the candidate's knowledge, all receipts and all expenditures have been reported as of the date the statement is executed, and that there are no bills or obligations outstanding and unpaid except as set forth in that report.

Refer to Section 3-3-6 below concerning disposition of surplus campaign funds.

(F) **<u>AMENDED FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT</u>**. In the event a candidate or candidate's campaign committee receives a contribution or makes an expenditure after the candidate's final campaign statement has been submitted to the election officer, an amended final sworn campaign statement must be filed with the election official within five (5) days of receipt of the contribution.

3- 3- 6. DISPOSITION OF SURPLUS CAMPAIGN FUNDS.

Surplus campaign funds held by the candidate or the candidate's committee must be dispersed at the end of the campaign. Disposition is normally accomplished by returning contributed monies or other tangible contributions to the contributor, or donating the contributions to a non-profit organization.

The disposition of any surplus campaign funds must be reported in the final campaign statement.

3- 3- 7. PUBLIC INSPECTION.

The elections official shall accept, at all times prior to the election, all completed forms that are properly subscribed to by a candidate for public office and shall make them available as a public record open for public inspection.

CHAPTER 4 - WRITTEN ADVISORY OPINIONS.

Where any Council member, official, or employee has a doubt as to the applicability of any provision of this Title to a particular situation, or as to the definition of terms used herein, he or she may apply to the City Attorney for a written advisory opinion. The officer or employee shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the Title before such advisory opinion is made. Such opinion, until amended or revoked, shall be binding on the City, the City Council, and the City Attorney in any subsequent actions concerning the Council member, official, or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion.

Any written advisory opinion prepared by the City Attorney shall be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion shall be deemed confidential information and shall not be disclosed by the City Attorney unless the city officer or employee waives such confidentiality or where the City Attorney deems the public official to have failed to act in good faith in requesting the opinion or in conforming with the opinion or to have failed to act in conformance with the opinion.

CHAPTER 5 - ENFORCEMENT; PENALTIES.

3- 5- 1. ENFORCEMENT.

The City Attorney shall have the primary responsibility for the enforcement of this Title. He shall have the power to investigate any complaint, to initiate any suite, and to prosecute any criminal or civil action on behalf of the City where such action is appropriate. The City Council may direct the City Attorney to investigate or prosecute any apparent violation of the Title or it may employee or appoint any qualified attorney to investigate or prosecute any violation or series of violations by one or more persons of this Title. Any person who believes that a violation of any portion of Title 3 has occurred may file a complaint with the City Attorney.

The City Attorney shall have the power, where a violation of the provisions of this Title is threatened or has occurred, to bring an action or proceeding at law or in equity for a judgment enjoining a violation of the provisions of this title or requiring a relinquishment of any prohibited interest or the voiding of any contract or transaction, taking into account the interests of the attorney and any third persons who may be injured thereby.

3- 5- 2. PENALTIES.

In addition to any other penalties or remedies provided by law, any violation of the provisions of this Title shall result in the following:

(A) A cause for suspension, removal from office or employment or other disciplinary action after notice and hearing conducted by the appropriate appointed authority or, in the case of the Council, a majority of the City Council;

(B) Be found guilty of:

(A) a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds $1,000;

(B) a felony of the third degree if:

(1) the total value of the compensation, conflict of interest, or assistance is more than $250 but not more than $1,000; or

(2) the elected or appointed City officer or employee has been twice before convicted of violation of this Chapter and the value of the conflict of interest, compensation, or assistance was $250 or less;

(C) a class A misdemeanor if the value of the compensation or assistance was more than $100 but does not exceed $250; or

(D) a class B misdemeanor if the value of the compensation or assistance was $100 or less.

(E) Any contract or subcontract entered into pursuant to that transaction without returning any part of the consideration received by the City may be rescinded or void.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 12th day of July, 2001

PARK CITY

1884

CITY COUNCIL STAFF REPORT

DATE: July 12, 2001
DEPARTMENT: Planning Department
TITLE: Revisions to Title 12, of the Municipal Code and Chapter 2.20 of the LMC.
TYPE OF ITEM: Legislative
PLANNER: Ray Milliner

SUMMARY RECOMMENDATIONS: Staff requests that the City Council review the proposed amendments to the Sign Code and Land Management Code, conduct a public hearing and adopt the attached ordinance according to the findings of fact and conclusions of law outlined in this staff report.

A. TOPIC:
Proposed amendments to the Municipal Sign Code and Land Management Code.

B. BACKGROUND:
On January 23, 2001, the City Council adopted a substantial revision to the Park City Sign Code. At the time, considerable time was spent by Council and the Planning Commission discussing the appropriateness of a municipal identification sign/Olympic welcoming sign along the entry corridors of Highways 224 and 248. Council adopted the ordinance revisions without the municipal identification sign language, but instructed staff to further investigate the viability of the signs and to return with recommendations regarding the physical location of the sign and possible Code language. Staff has completed its research and has prepared recommendations, which were reviewed and forwarded with a positive recommendation to the City Council by the Planning Commission at their June 27, 2001 meeting.

C. ANALYSIS:
Municipal Identification Sign:
At the October 26, 2000 City Council meeting, staff presented a proposed exception to the Freestanding sign section of the Permitted Signs chapter of the Sign Code. The proposal involved a one hundred and twenty square foot freestanding sign which would be located along the Highway 224 entry corridor between the McPolin Barn and the Catholic Church. Concerns were expressed from a number of sources regarding the size of the sign and the impacts it would have on the pristine open space Park City purchased along the entry corridor into town. To mitigate this problem, staff investigated the possibility of moving the sign to the former information kiosk site along Highway 224 in front of the recently City purchased Richards Property. Again, concerns were raised concerning the size and the appropriateness of the location.

Although no consensus was reached on the sign size and location, the Planning Commission unanimously recommended that the City Council write the Municipal Entry sign into the Code not as a special exception, rather as a Conditional Use Permit. Staff was directed to continue working toward finding the appropriate location and size for the sign while creating language for a Sign Code revision that is consistent with the General Plan and Land Management Code. The City Council concurred with the Planning Commission recommendations. Staff conducted the research and has prepared the following language as an addition to Chapter 9-1(R) of the Sign Code:

MUNICIPAL IDENTIFICATION SIGNS. Municipal Identification Signs are a Conditional Use and subject to review pursuant to Land Managment Code Section 15-1-10, in addition to the following criteria:

1. **SIZE.** Municipal Identification Signs shall be limited to a maximum of forty square feet (40 sq. ft.) in area.
2. **HEIGHT LIMIT.** No Municipal Identification Sign may exceed a height of eight feet (8') measured from finished grade.
3. **NUMBER OF SIGNS.** No more than two (2) Municipal Identification Signs are permitted in Park City.
4. **SETBACK AND ORIENTATION.** Municipal Identification Signs shall be set back no less than fifteen feet (15') from the right-of-way line or edge of asphalt, whichever is greater. No Municipal Identification sign is permitted in or within 20 feet of an ROS or POS designated zones.
5. **LOCATION/ZONING.** No more than one (1) Municipal Identification Sign shall be permitted along the entry corridor to Park City on Highway 224 and no more than one (1) Municipal Identification Sign shall be permitted along the entry corridor on Highway 248. Any existing Municipal Identification Sign on the approved site must be removed if Municipal Identification Signs are approved by the Planning Commission.
6. **DESIGN.** Municipal Identification Signs must comply with the design guidelines as established in Chapter 4 of this Title. Municipal Identification Signs shall not be Changeable Copy Signs.
7. **LANDSCAPING.** A landscaping plan may be required as part of the Conditional Use approval. The nature of the plan will be determined by the Planning Commission based upon the location of the sign.
8. **ILLUMINATION.** Lighting of Municipal Identification Signs is permitted provided the lighting is shielded and directed on the sign.

Staff recommends that Highway 224 sign be located on the property near the intersection of Holiday Ranch Loop Road and Highway 224 (see Exhibit A), and that the sign along Highway 248 be located near the municipal boundary (see Exhibit B). Both signs would replace existing identification signs. Benefits of the Highway 224 site include:

- It has existing infrastructure, including utilities and landscaping
- Precedent, as the current welcome sign is located on the parcel
- It is located in an area where it will not distract from the critical open space purchased by the City along the Highway 224 entry corridor.
- The size limitations on the sign are appropriate for the location, as the sign will be large enough to read from a passing car but not so large as to obscure or be detrimental to the surrounding landscape.

In addition to the language in Chapter 9 of the Sign Code, it will be necessary to include a definition to Chapter 2. Staff recommends the following language:

MUNICIPAL IDENTIFICATION SIGN: A sign that is expressly for the purpose of notifying motorists of their passing of the Municipal boundary and welcoming them to Park City.

Exception to Frontage Protection Zone Criteria:
To minimize the size of the signs while insuring readability, it is necessary that the Municipal Identification Signs be sited in a location adjacent to Highways 224 and 248. This proposed placement is a violation of the requirements of the Frontage Protection Zone requirements of the Land Management Code. Therefore, staff is recommending that the following exception to the 30' no-build zone be inserted into Chapter 2.20-4(A) of the Land Management Code:

(A) Regardless of the zone setback and yard requirements, except as otherwise provided herein, no structure shall be allowed within thirty feet (30') of the nearest highway right-of-way.

EXCEPTION: An exception to this requirement shall be granted for two Municipal Identification Signs (one within the Utah State Highway 224 entry corridor, and the other within the Utah State Highway 248 entry corridor), provided that Park City Municipal Corporation is the applicant and subject to approval pursuant to Municipal Code Section 12-9-1(L).

F. RECOMMENDATION

Staff requests that the City Council review the proposed amendments to the Sign Code and Land Management Code, conduct a public hearing and adopt the attached ordinance according to the findings of fact and conclusions of law outlined below.

G. FINDINGS OF FACT:

1. A uniform sign code has been adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents of Park City.
2. The proposed sign locations are near the intersection of Highway 224 and Holiday Ranch Loop Road and the Municipal boundary along Highway 248.
3. Each Municipal Identification Sign will be a conditional use, reviewed and approved by the Planning Commission prior to installation.
4. The proposed signs will have a minimum setback of fifteen feet (15').
5. Because of the need to keep the size of the signs to a minimum while still ensuring readability from Highways 224 and 248, it is necessary to create an exception to the thirty foot (30') no-build zone in the Frontage Protection Zone.
6. The proposed changes to the Sign Code are a benefit to Park City as they will aid visitors and tourists in identifying the town and welcome them to the City, and supplement existing zoning regulations.
7. The Planning Staff through direction from the City Council has researched the best and most effective areas in which to place the proposed Municipal Identification Sign prior to making these recommended changes.

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H. CONCLUSIONS OF LAW:

1. The proposed ordinance is consistent with the Park City Land Management Code, the General Plan.

EXHIBITS:

Exhibit A - Photo of Proposed Site on Highway 224
Exhibit B - Photo of Proposed Site on Highway 248

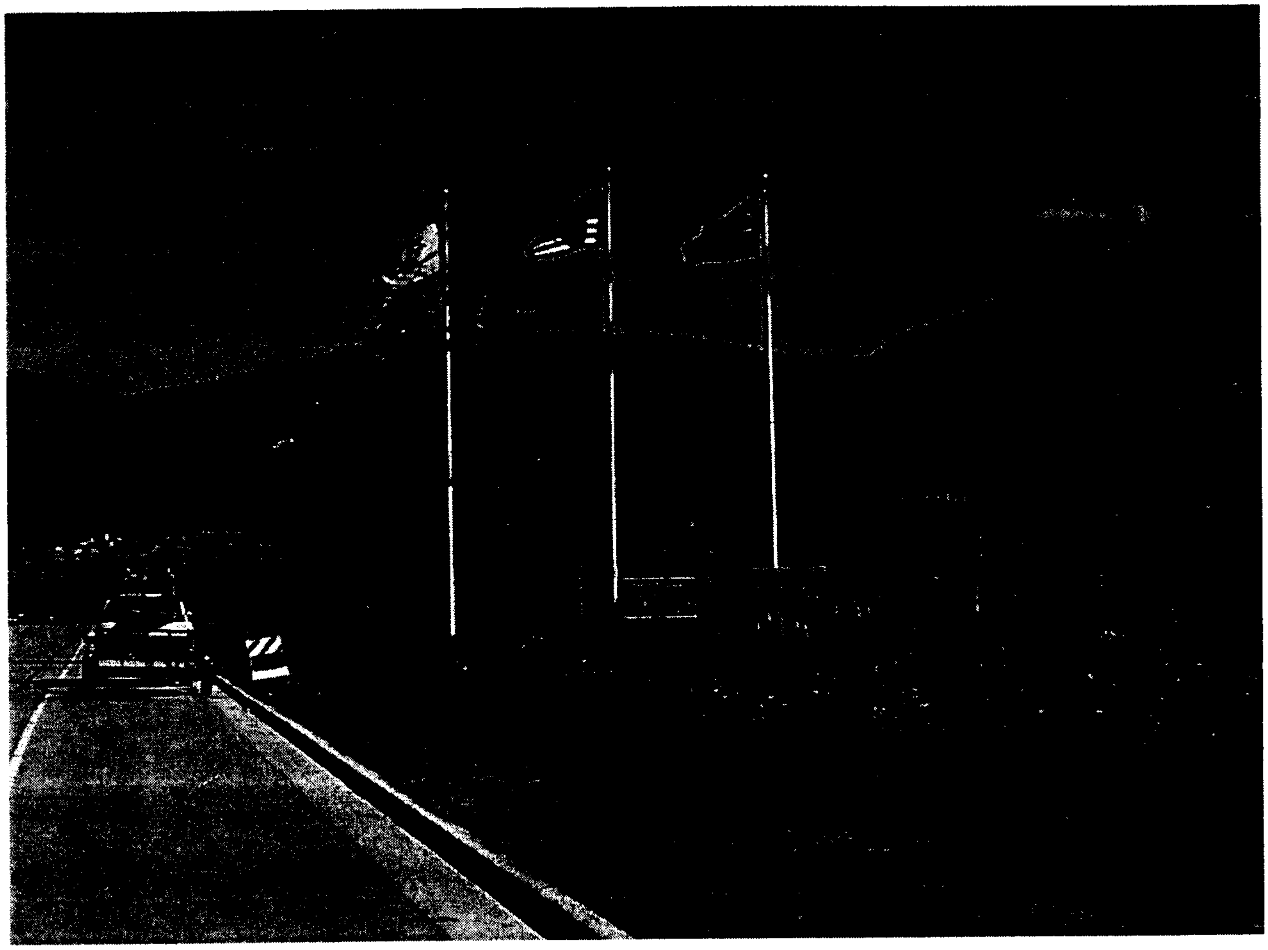

Exhibit A

Location on Highway 224

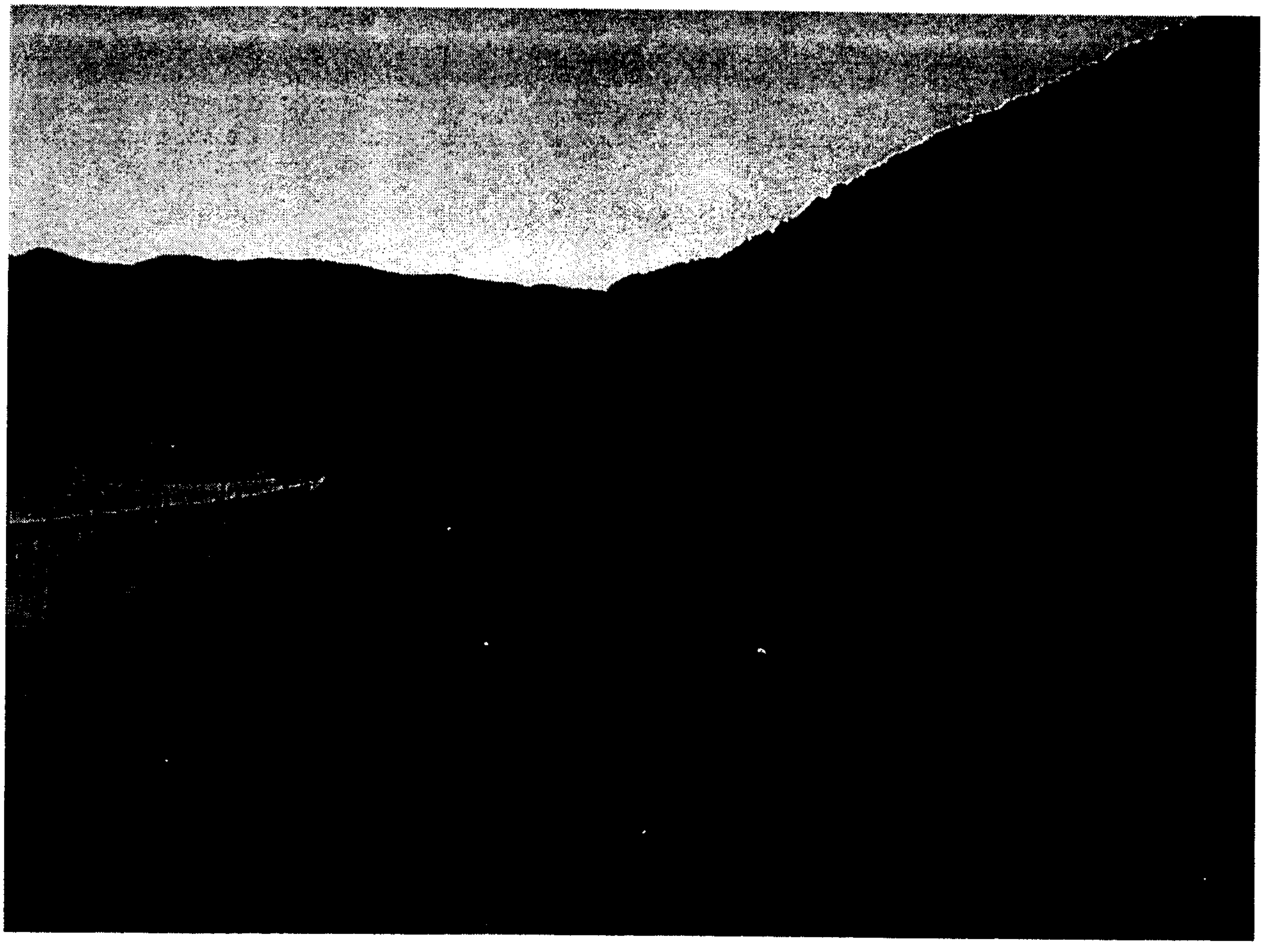

Exhibit B
Location Along Highway 248

Ordinance No. 01-

AN ORDINANCE AMENDING CHAPTER 2.20 OF THE LAND MANAGEMENT CODE AND THE SIGN CODE, TITLE 12 OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, a uniform sign code and land management code has been adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents of Park City; and

WHEREAS, it is in the best interest of the community to develop standards so that there is consistent criteria for review of sign applications and the community has clear notice of the Sign Code standards; and

WHEREAS, the City Council finds that the proposed changes to the Sign Code are necessary to prevent visual clutter, to aid tourists in easily identifying municipal boundaries, to preserve the historic and resort nature of Park City, to safeguard and enhance property values, and to supplement existing zoning regulations; and

WHEREAS, the Planning Staff has considered standards in other resort communities and input from the Planning Commission and business community in recommending these changes to the Sign Code;

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

SECTION 1. AMENDMENT TO TITLE 12 OF THE PARK CITY MUNICIPAL CODE Title 12 Chapter 9-1(R) of the Municipal Code of Park City is hereby amended to add subsection (R) and table of contents adjusted accordingly:

MUNICIPAL IDENTIFICATION SIGNS. Municipal Identification Signs are a Conditional Use and subject to review pursuant to Land Managment Code Section 15-1-10, in addition to the following criteria:

1. **SIZE.** Municipal Identification Signs shall be limited to a maximum of forty square feet (40 sq. ft.) in area.
2. **HEIGHT LIMIT.** No Municipal Identification Sign may exceed a height of eight feet (8') measured from finished grade.
3. **NUMBER OF SIGNS.** No more than two (2) Municipal Identification Signs are permitted in Park City.
4. **SETBACK AND ORIENTATION.** Municipal Identification Signs shall be set back no less than fifteen feet (15') from the right-of-way line or edge of asphalt, whichever is greater. No Municipal Identification sign is permitted in or within 20 feet of an ROS or POS designated zones.
5. **LOCATION/ZONING.** No more than one (1) Municipal Identification Sign shall be permitted along the entry corridor to Park City on Highway 224 and no more than one (1) Municipal Identification Sign shall be permitted along the entry corridor on Highway 248. Any existing Municipal Identification Sign on the approved site must be removed if Municipal Identification Signs are approved by the Planning Commission.
6. **DESIGN.** Municipal Identification Signs must comply with the design guidelines as established in Chapter 4 of this Title. Municipal Identification Signs shall not be

Changeable Copy Signs.

7. **LANDSCAPING.** A landscaping plan may be required as part of the Conditional Use approval. The nature of the plan will be determined by the Planning Commission based upon the location of the sign.

8. **ILLUMINATION.** Lighting of Municipal Identification Signs is permitted provided the lighting is shielded and directed on the sign.

SECTION 2. AMENDMENT TO TITLE 12 OF THE PARK CITY MUNICIPAL CODE Title 12 Chapter 2-1(MMM) of the Municipal Code of Park City is hereby amended to read as follows:

(MMM) **MUNICIPAL IDENTIFICATION SIGN**: A sign that is expressly for the purpose of notifying motorists of their passing of the Municipal boundary and welcoming them to Park City.

SECTION 3. AMENDMENT TO PARK CITY MUNICIPAL CODE TITLE 15, LMC CHAPTER 2.20 FRONTAGE PROTECTION ZONE Chapter 2.20-4(A) of the Land Management Code of Park City is hereby amended to read as follows:

(A) Regardless of the zone setback and yard requirements, except as otherwise provided herein, no structure shall be allowed within thirty feet (30') of the nearest highway right-of-way. An exception to this requirement shall be granted for two Municipal Identification Signs (one within the Utah State Highway 224 entry corridor, and the other within the Utah State Highway 248 entry corridor), provided that Park City Municipal Corporation is the applicant and subject to approval pursuant to Municipal Code Section 12-9-1(L).

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

PASSED AND ADOPTED this 12th day of July, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

PARK CITY 1884

DATE: July 12, 2001
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Tom Bakaly, Assistant City Manager and Michelle Bridge
TITLE: SBWRD Interlocal Cooperation Agreements
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: City Council should review the draft Interlocal Cooperation Agreements between Park City and Snyderville Basin Water Reclamation District and approve the resolution to enact those proposed Agreements and impose a 6% franchise fee.

DESCRIPTION:

A. Topic: Interlocal Cooperation Agreements between Park City and Snyderville Basin Water Reclamation District (SBWRD).

B. Background: Park City and SBWRD wish to finalize all acts necessary to perform and satisfy the terms and conditions of a previous agreement dated June 12th 1974. This action will transfer the title of the sewer facilities located within the boundaries of Park City. This agreement seeks to eliminate areas of concerns regarding sewer service and utility easements for the sewer system within the boundaries of Park City. Park City turned over the operation of sewer facilities over 25 years ago. However, there has never been an official agreement between the parties that addresses all the issues and concerns. The current agreement resolves those outstanding issues. Park City has provided services with building permits and plat agreements and permitted SBWRD access to its easements and rights of way without charging SBWRD for these services. This agreement would make it possible for Park City to regain the costs of services now being provided, while giving official authority to SBWRD concerning sign-off on building permits, plats, and Master Plan agreements.

C. Analysis: As the Agreements are currently laid out, the primary goal is to protect the public health, safety and welfare of Park City and Snyderville Basin residents. SBWRD has paid the final payment of the remaining bonds of Park City. Park City agrees to indemnify and to hold SBWRD harmless for any and all contribution for liability or costs stemming from indebtedness of Park City.

Two agreements address the various issues; these agreements work in tandem and should be approved at the same time. The *Interlocal Cooperation Agreement*, (attached as "Exhibit A") addresses primarily current operating issues and the *Agreement*, (attach as "Exhibit B"), addresses primarily the terms of transfer. While they could be redrafted into a single document, staff from both agencies determined that the potential benefits of redrafting the documents were outweighed by the cost and delays of redrafting them.

In order for the transfer of title to happen, SBWRD must accept title to all lines and section of lines except those used for private services which will remain the property of the original owners. SBWRD should only take title to lines within existing easements or rights of way owned by Park City or SBWRD. Both entities agree to cooperate in the acquisition of easements and rights-of-way for existing and future sewer facilities.

Park City agrees to require the signature of SBWRD on all plat or Master Plan Development approvals within Park City that will affect the provision of sewer services prior to granting final approvals. Park City also agrees to withhold building permit issuance on all major expansions and new development that would require a payment of a System Capacity Fee until SBWRD had been paid that fee. However, the Park City Building Official maintains the ability to authorize any permit if it is needed or desirable without conferring with SBWRD.

In this agreement SBWRD will collect and remit monthly to Park City a 6% Franchise Fee as may be legally imposed by Park City. Park City agrees to address all customer questions concerning a Park City imposed Franchise Fee. The resolution approving the agreements also authorizes the Franchise Fee.

In general, Park City and SBWRD agree to cooperate and generally assist each other with coordination of capital projects and the enforcement of each entities' rules, resolutions, ordinances or other regulations.

Questar (gas) and PacifCorp (electric) are the utilities most similar to SBWRD and they reimburse us 2.5% of their net sales plus a 3.5% "Energy Suppliers" Franchise Fee pursuant to Section 4-13 of the Municipal Code or a total of 6%. Telecommunication providers are generally charged 5%.

D. <u>Department Review</u>: The proposed Agreements have been reviewed by the Legal Department, the Executive Department, the City Engineer, CDD, and the Office of Capital Management and Budget.

<u>ALTERNATIVES</u>:

A. <u>Approve the Request</u>: Approve the attached resolution providing for the proposed Interlocal Agreements and impose a sewer franchise fee.

B. <u>Deny the Request</u>: Decline to approve the agreements. Current practices would likely continue without formal agreements. Park City would not impose a franchise fee at this time.

C. **Continue the Item**: Request additional information regarding the relationship between the SBWRD and Park City or suggest modifications to the agreement.

D. **Do Nothing**: This would have essentially the same effect as denying the request.

SIGNIFICANT IMPACTS: The fiscal impact for Park City is substantial. Park City currently provides rights and services to SBWRD at no cost. The agreement provides for Park City to collect a franchise fee applied to the monthly bills of the consumers of sewer services. We impose a franchise fee on all of the other non-City-owned utilities operating within Park City which get value from our City streets, easements, and staff. The fee at 6% is projected to raise about $120,000 per year for the General Fund.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If Park City does not take action, the current relationship stands as it has for the last 25 years and Park City will have no way of getting reimbursement from the costs that we occur aiding SBWRD in their operation. SBWRD will continue to operate the service without assuming responsibility for the portion of the system without utility easements.

RECOMMENDATION: City Council should approve the attached resolution, ("Exhibit C"), authorizing the Interlocal Agreements ("Exhibits A and B") and determine the amount of franchise fee Park City will impose.

AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of ____________, 2001, by and between Park City Municipal Corporation ("Park City") a body politic of the State of Utah, and the Snyderville Basin Sewer Improvement District ("SBWRD"), a political subdivision of the State of Utah organized and existing pursuant to the authority contained in Utah Code Ann. §17A-2-301 et seq., herein after referred to as "SBWRD".

RECITALS

WHEREAS, Park City is a municipal corporation created and operating under the Utah Code, and SBWRD is an entity created and operating under Utah Code Ann. §17A-2-301 et seq.; and

WHEREAS, the parties are empowered to contract with one another for the benefit of the public health, safety and welfare; and

WHEREAS, SBWRD and Park City previously entered into an Agreement dated June 12, 1974, as amended by an Addendum to Agreement dated June 19, 1975 (attached hereto as Exhibits "A" and "B," respectively and hereby incorporated by reference); and

WHEREAS, SBWRD and Park City wish to finalize all acts necessary to perform and satisfy the terms and conditions contained in Exhibits "A" and "B" and to accomplish the transfer of title to the sewer facilities located within the boundaries of Park City; and

WHEREAS, in furtherance of the public health, safety and welfare, the parties desire to cooperatively facilitate resolution of and eliminate areas of concerns regarding sewer service and access for the sewer system within the boundaries of Park City; and

WHEREAS, the public health, safety and welfare is facilitated and served by the performance of, satisfaction of, and to reaffirm the terms and conditions of the agreements referenced at Exhibit "A" and "B" and the long range cooperative planning effort contemplated by this agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth above and other good and valuable considerations, the value of which is hereby acknowledged, the parties mutually agree as follows:

1. Payment of Park City Bonds. SBWRD has rendered final payment of the remaining bonds of Park City related to the sewer system pursuant to the terms and conditions of Exhibits "A" and "B" as referenced below. Park City hereby agrees to indemnify and to hold SBWRD harmless for any and all contribution for or liability or costs stemming from all bonded indebtedness of Park City, including all attorney fees and costs stemming there from.

2. Transfer of Title to Sewer System. Title to the sewer collection system and related facilities is hereby transferred by Park City to SBWRD as follows:

a. SBWRD accepts title to all lines and sections of lines and related facilities, except lines and laterals used for private purposes, and those set forth in Exhibit "C".

b. It is agreed by the parties that SBWRD shall acquire title to, be liable for, and have responsibility for, sewer lines or sections of lines shown in Exhibit "C" and all related facilities. To the extent Park City has any prescriptive rights in the sewer lines or sections of lines shown in Exhibit "C", and related facilities Park City hereby assigns all interests in such lines to SBWRD. It is the intention of the parties as to this agreement, that SBWRD only take title to public sewer

collection facilities owned by Park City or SBWRD. SBWRD reserves the right to classify any lines as private sewer facilities, which are the property of adjoining property owners rather than public property. SBWRD, in its sole discretion, may maintain such lines whose status is in question until such time as the public or private status of the lines is resolved, or easements for the lines are formally dedicated

3. <u>Cooperation for Easement Acquisition</u>. SBWRD and Park City agree to cooperate in the acquisition of easements and rights-of-way for existing and future sewer facilities. In furtherance of this goal, the parties agree to proceed as follows:

a. SBWRD agrees to assume immediate operational responsibility and to update and correct all deficiencies as deemed necessary by SBWRD for all public sewer lines located in Park City.

b. Park City agrees to utilize reasonable efforts to acquire easements or rights of ways for sewer lines and sewer line segments contained in Exhibit "C" and assign the property interests acquired for SBWRD facilities to SBWRD promptly, unless the easements and rights of way are initially conveyed to SBWRD by the fee owner of the property. At a minimum, these efforts shall include sending contact letters and offers to accept easement dedication, in the form approved by SBWRD, to affected property owners, provided SBWRD produces legal descriptions for all sewer lines and sewer line segments contained in Exhibit "C". Additionally, at any time a project with property containing a sewer segment shown in Exhibit "C" applies for any building permit, plat approval or other development activity, Park City shall use all its powers in accordance with constitutional limitations to exact or otherwise require the dedication of said sewer segments for the use of SBWRD. However, in the event all easements are not acquired by these methods, SBWRD and Park City will continue to assist each other in acquiring the remaining easements.

c. Park City shall, through a cooperative Geographical Information System (G.I.S.) effort, provide SBWRD access to any existing maps of its public roads, rights of way and easements. SBWRD shall be entitled to rely upon those representations.

d. The parties agree to cooperate in correcting any discrepancies concerning the validity of title or ownership of easements transferred by Park City to SBWRD.

5. Effect of This Agreement. It is the intent of the parties that this agreement shall result in the performance and satisfaction of the terms and conditions in the agreements contained in Exhibits "A" and "B" to this agreement.

6. Amendments. This agreement may not be amended, changed, modified or altered except by written instrument, signed by each of the parties.

7. Severability. If any term or provision of this agreement or the application thereof shall be deemed invalid or unenforceable to any extent, the remainder of this agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by

law. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any of the terms of this agreement unenforceable.

8. Governing Law. All questions with respect to the construction of this agreement, and the rights and liability of the parties hereto shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

PARK CITY MUNICIPAL CORPORATION,
A body politic of the State of Utah

By:______________________________

Attested by:

____
Clerk

Attorney for Park City:

____

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

By:______________________________
Chair, Board of Trustees

Attested by:

____
Secretary

____
Attorney for Snyderville Basin Water Reclamation District:

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ______ Day of _________, 2001, by and between Park City Municipal Corporation ("Park City") a body politic of the State of Utah, and Snyderville Basin Water Reclamation District ("SBWRD") a political subdivision of the State of Utah organized and existing pursuant to the authority contained in Utah Code Ann. § 17A-2-301 et seq.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, public agencies are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the state; and

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, the parties have determined by vote of their respective governing bodies to enter into this Interlocal Cooperation Agreement to enhance the effectiveness of cooperative efforts between the parties with respect to governmental approvals for development within the boundaries of Park City; and

WHEREAS, both Park City and SBWRD will benefit from the coordinated operations contemplated by this agreement, as well as the notice and disclosures provided for herein; and

WHEREAS, it is necessary that Park City and SBWRD cooperate with one another to effectively respond to development pressures occurring within the boundaries of both Park City and the SBWRD and to ensure the health, safety, and welfare of the public; and

WHEREAS, it is in the interest of both Park City and SBWRD to ensure the ability of SBWRD to provide necessary future sewer system capacity and to better anticipate and coordinate with each other the impact of future growth within the boundaries of Park City and SBWRD:

NOW THEREFORE, in consideration of the mutual agreements contained herein, and upon further consideration of the recitals herein above set forth, the following is hereby agreed by the parties:

1. Interlocal Cooperation Agreement. This agreement is made between the above-described public bodies pursuant to the authority granted in the Interlocal Cooperation Act of the State of Utah, Title 11, Chapter 13, Utah Code Ann. 1953, as amended.

2. Duration and Termination. This agreement shall remain in force and effect until revoked or rescinded by 30-day written notice of either party. In no event shall this agreement last longer than 50 years.

3. Purpose. The purpose of this agreement is to ensure effective coordination and cooperation between the parties with respect to governmental approvals for development within the boundaries of Park City and other issues between the parties relative to their respective services and activities.

4. Financing. No budget shall be created to perform the terms of this agreement. Each party shall be responsible for its own costs and expenses arising from the tasks contemplated by this agreement.

5. Cooperative Agreements.

(a) Park City agrees, prior to granting final approvals, to require the signature or other formal signed acknowledgment of an authorized representative of the SBWRD on all plat or Master Plan Development approvals within Park City that will affect the provision of sewer services.. Subject to the language in this agreement, Park City further agrees to withhold full building permit issuance on any development that would be required to pay a SBWRD System Capacity Fee until the full SBWRD System Capacity Fee has been paid to the SBWRD. Park City also agrees to notify SBWRD prior to the issuance of a Certificate of Occupancy and to receive from SBWRD, prior to Park City issuing said Certificate of Occupancy, an executed SBWRD Sanitary Sewer Approval form which ensures all ongoing concerns and requirements of SBWRD have been met with respect to SBWRD providing sanitary sewer service. However, in the event there is no impact on the SBWRD system, as determined after consultation with SBWRD the Building Official of Park City is authorized to issue any permit or Certificate of Occupancy if it is desirable or necessary for the health, safety or welfare of the public to do so, in the sole opinion of the Park City Building Official.

(b) SBWRD agrees to provide timely and complete notice to Park City of proposed major SBWRD construction projects that may affect City streets, property, and facilities. SBWRD agrees to obtain a Permit to Work in the Public Right-of-Way for each SBWRD project affecting the public streets and City property and facilities within Park

City and to abide by the reasonable conditions attached thereto by Park City. It is understood that SBWRD is not required to obtain a permit for routine maintenance (i.e. cleaning and inspection) of the sewer system. SBWRD agrees to provide to Park City the current System Capacity Fee Ordinance and associated Capital Facility Plan and any amendments to these documents as soon as they are effective.

(c) Park City agrees to obtain SBWRD approvals for Park City sanitary sewer projects in the same manner as all other developments and to abide by SBWRD rules and regulations regarding sewer development.

(d) Park City agrees to provide timely and complete notice to SBWRD of all roadway upgrade and reconstruction work that may affect the facilities of SBSID.

(e) Park City hereby recognizes SBWRD as the administrative authority for the provision of sewer services. Park City agrees to cooperate with SBWRD in the enforcement of SBWRD's administrative authority including using its own legislative and enforcement authority. Park City further agrees to assist when necessary and appropriate in the creation of assessment districts within the City for proposed development for which sewer service is not currently available.

(f) Park City hereby imposes a Franchise Fee on SBWRD. Park City will collect a Franchise Fee of six percent (6%) of SBWRD's gross revenues received from within Park City boundaries. "Gross Revenues" is defined as any revenue received from user fees by the SBWRD from the operation of its system within those boundaries, provided, however, that Gross Revenues shall not include any fees or taxes which are imposed directly or indirectly on any customer thereof by any governmental unit or agency, and which are collected by SBWRD on behalf of such governmental unit or agency.

SBWRDwill bill its customers located within Park City and will remit quarterly payments from amounts collected to Park City until such time as it may be determined that such a Franchise Fee may not be legally imposed by Park City. SBWRD's obligation to bill and remit the Franchise Fee from amounts collected shall commence 90 days after the adoption of the Franchise Fee Resolution establishing the fee by Park City. Park City agrees to address all customer questions concerning the Park City imposed Franchise Fee. SBWRD shall include the Franchise Fee in any collection activities for past due accounts, provided Park City reimburses SBWRD for all associated costs and such costs shall be subtracted from the final amount remitted to Park City. The agreement to impose this Franchise Fee shall be subject to renegotiation five years from the date of execution of this agreement. Park City hereby agrees to indemnify SBWRD against all claims by third parties contesting the imposition of the Franchise Fee and the collection of the Franchise Fee by SBWRD and Park City will reimburse SBWRD for all costs and expenses reasonably incurred by SBWRD in the defense of the Franchise Fee collection set forth under this agreement.

6. Effective Date. The terms and conditions of this agreement shall apply to all projects initiated within the boundaries of Park City effective the date of this agreement and to all future areas annexed by Park City.

7. Joint Administration. Park City and SBWRD each agree to appoint a representative to coordinate the efforts of the parties with respect to this agreement.

8. Water.

(a) Park City hereby agrees that Park City water shall be made available as necessary at no cost to SBWRD to assist SBWRD in sewer maintenance operations in Park City. Water shall be made available so long as surplus capacity exists, as determined in the sole discretion of Park City. The water shall be used only upon prior notice to Park City and shall be limited in use to maintenance/flushing of the pipes, unless otherwise approved by Park City.

(b) Park City hereby agrees to notify and obtain prior approval from SBWRD before discharging un-metered water into the sanitary sewer system. Park City also agrees to comply with all pretreatment laws and regulations as may apply.

(c) Park City agrees to provide SBWRD, at no cost, annual totalized water meter readings from September through April (snow cover permitting). Readings will be provided to SBWRD no later than June 1st of each year.

9. Cooperation. To the extent feasible, Park City and SBWRD agree to cooperate and generally assist each other with coordination of general operational activities, capital projects and the enforcement of each entities' rules, resolutions, ordinances or other regulations. Specifically, each entity agrees to consider including optical fiber in its capital projects where such inclusion would appropriately expand an existing fiber optic network owned by one of the entities, provided that the cost of including optical fiber would be the obligation of the entity benefiting from the fiber. The effort shall include the establishment and updating of a Geographical Information System (G.I.S.). Park City agrees to provide SBWRD with 56K access to Park City's communications "cloud." SBWRD agrees to pay for the installation and monthly fee of a 56K telephone line. SBWRD agrees to pay Park City a monthly fee to cover an appropriate share of Park City's communications resources used by SBWRD as well as charges

specifically related to SBWRD initial connection to the system. Either party may terminate the communications link for any reason with 60 days notice.

10. Vote by Governing Entity of Participants. The parties hereby warrant they are authorized by law to perform the services, activities or undertaking, which the parties hereby agree to perform, and that each is duly authorized by resolution and approved by the parties' respective governing body.

11. Attorney Approval. The parties shall seek and obtain prior approval of this agreement by their respective legal counsel as required by Title 11, Chapter 13, Section 9, Utah Code Ann.

12. Amendments. This agreement may not be amended, changed, modified or altered except by written instrument, which shall be: (a) duly approved by the governing body of each participant; (b) executed by a duly authorized official of each participant; (c) submitted to and approved by an authorized attorney, as required by Section 11-13-9 of the Interlocal Cooperation Act; and (d) filed in the official records of each participant.

13. Severability. If any term or provision of this agreement or the application thereof shall be deemed invalid or unenforceable to any extent, the remainder of this agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any of the terms of this agreement unenforceable.

14. Governing Law. All questions with respect to the construction of this agreement, and the rights and liability of the parties hereto shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested in their respective cooperate names by their duly authorized officers all as of the date first above written.

PARK CITY MUNICIPAL CORPORATION,
A body politic of the State of Utah

By: ___________________________________

Attested by:

____
Clerk

____

Attorney for Park City

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

By: ______________________________
Chair, Board of Trustees

Attested by:

____
Clerk

____
Attorney for Snyderville Basin Water Reclamation District

PARK CITY
1884

Resolution No. -01

A RESOLUTION APPROVING TWO INTERLOCAL AGREEMENTS BETWEEN PARK CITY MUNICIPAL CORPORATION AND SNYDERVILLE WATER RECLAMATION DISTRICT AND AUTHORIZING A SEWER FRANCHISE FEE

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, Park City Municipal Corporation ("PCMC") and Synderville Basin Sewer Improvement District ("SBSID"), have determined by vote of their respective governing bodies to enter into these Interlocal Cooperation Agreements to enhance the effectiveness of cooperative efforts between the parties with respect to governmental approval for development within the boundaries of Park City; and

WHEREAS, it is necessary that PCMC and SBSID cooperate with one another to effectively respond to development pressure occurring within the boundaries of both Park City and SBSID; and

WHEREAS, Section 4-10- 1. of the Municipal Code requires all franchised utilities to obtain from the city a license to do business within the city and these agreements constitute such license and authorize a franchise fee, and

WHEREAS, both PCMC and SBSID will benefit from the coordinated operations contemplated by these Agreement; and

WHEREAS, it is in the best interest of both PCMC and SBSID to ensure the ability of SBSID to provide necessary future sewer system capacity and to better anticipate and coordinate with each other the impact of future growth within the boundaries of PCMC and SBSID:

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

1. The City Council hereby approves the execution of the Interlocal Cooperation Agreement, (attached as "Exhibit A") and Agreement, (attach ed as "Exhibit B"), in a form approved by the City Attorney's Office, and

2. The City Council hereby approves a Franchise Fee of 6% of SBWRD's Gross Operating Revenues generated within the city limits. The Franchise Fee shall be collected pursuant to paragraph 5(f) of the Interlocal Cooperation Agreement.

PASSED AND ADOPTED this 12th day of July, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved to form:

____

Mark D. Harrington, City Attorney

PARK CITY 1884

Staff Report

DATE: 7/09/01
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: **Interlocal Agreement: Summit County re: PCMR Olympic Venue**
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Adopt the attached resolution authorizing the Mayor to execute an Interlocal Agreement with Summit County to take over the planning review and permitting of temporary improvements in conjunction with the 2002 Olympic Venue at Park City Mountain Resort.

DESCRIPTION:

A. Topic:

Resolution approving Memorandum Of Understanding Regarding the Permitting Of Olympic Events at the Park City Mountain Resort ("PCMR").

B. Background:

PCMR lies within the jurisdiction of both Park City and Summit County. Since the award of the 2002 Winter Olympics to Salt Lake City, Park City and Summit County have had informal discussions regarding Park City undertaking primary planning review of Olympic-related temporary improvements at the resort. The obvious advantages to single jurisdictional control by one entity is uniform planning review and one planning process instead of two. This MOU formalizes that agreement and outlines the conditions under which Summit County agrees to temporarily cede its jurisdiction to Park City.

C. Analysis:

The MOU is attached to the Resolution. The term of the agreement is from the date of approval until February 28, 2002 for uses and improvements related to the Olympic activities between January 14- February 28, 2002. All the conditions in Section 2 have been reviewed by the building and planning departments, and are acceptable. The conditions mainly deal with site restoration, grading, lighting and storm water. At least one public hearing is required on the venue plan and Summit County must be given an opportunity to review the plans and comment.

D. <u>Department Review</u>:

The MOU was reviewed by the Administrative, Community Development, Legal, and Olympic/Special Events Departments.

<u>ALTERNATIVES</u>:

A. <u>Approve the Request</u>: Adopt the attached resolution authorizing the Mayor to execute an Interlocal Agreement with Summit County to take over the planning review and permitting of temporary improvements in conjunction with the 2002 Olympic Venue at Park City Mountain Resort. This is the recommended action.

B. <u>Reject the Resolution</u>: Summit County would retain jurisdiction, thereby requiring SLOC and PCMR to go thru an additional permitting process. Such a process would likely result in significant delay at this point as all parties have assumed Park City control up to this point.

C. <u>Continue the Item</u>: Direct staff as to what additional information the Council needs to approve the resolution.

D. <u>Direct staff to make specific changes and approve the Request.</u> Modify the MOU as necessary and approve the MOU. Any changes would be subject to the approval of the Summit County Commissioners.

<u>SIGNIFICANT IMPACTS</u>:

CDD staff time and resources will be allocated to the plan review. Building fees and the proposed work program for the SLOC MFL address any city costs in implementing this MOU. The incremental cost due to this MOU is small given most of the base facilities are within the City limits and the staff review is already heavily underway.

<u>RECOMMENDATION</u>:

Adopt the attached resolution authorizing the Mayor to execute an Interlocal Agreement with Summit County to take over the planning review and permitting of temporary improvements in conjunction with the 2002 Olympic Venue at Park City Mountain Resort.

PARK CITY 1884

Resolution No. -01

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY REGARDING THE PERMITTING OF OLYMPIC EVENTS AT THE PARK CITY MOUNTAIN RESORT

WHEREAS, pursuant to U.C.A. 11-13-1, et. seq., the "Interlocal Cooperation Act" (1953), as amended, the parties may enter into agreement to make the most efficient use of their powers by enabling them to cooperate with each other to their mutual advantage and thereby provide regulatory guidance in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors; and

WHEREAS, the Park City Mountain Resort ("PCMR") has been designated as a venue site for certain Olympic events for the Salt Lake Winter Olympic Games of 2002 (the "Winter Olympic Games"); and

WHEREAS, the PCMR is located within the jurisdictional boundaries of both Park City and unincorporated Summit County; and

WHEREAS, pursuant to Utah State law, both the City and County would ordinarily share land use and police powers over the PCMR with regard to regulatory controls during the Winter Olympic Games; and

WHEREAS, it is in the best interests of both the City and County that only one entity assume primary jurisdiction over the PCMR during the Winter Olympic Games, while the other temporarily cedes its jurisdiction so long as certain conditions, which shall be outlined in this Memorandum of Understanding (the "MOU"), are satisfied;

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

1. The City Council hereby approves the execution of the MOU, (attached as "Exhibit A"), in a form approved by the City Attorney's Office.

PASSED AND ADOPTED this 12th day of July, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved to form:

____

Mark D. Harrington, City Attorney

MEMORANDUM OF UNDERSTANDING
REGARDING
THE PERMITTING OF OLYMPIC EVENTS AT
THE PARK CITY MOUNTAIN RESORT

Agreement made this ___ day of ___________, 2001 between SUMMIT COUNTY, a body corporate and politic of the State of Utah (the "County") and PARK CITY MUNICIPAL CORPORATION, an incorporated municipality of the State of Utah (the "City").

WHEREAS, the Park City Mountain Resort ("PCMR") has been designated as a venue site for certain Olympic events for the Salt Lake Winter Olympic Games of 2002 (the "Winter Olympic Games"); and,

WHEREAS, the PCMR is located within the jurisdictional boundaries of both Park City and unincorporated Summit County; and,

WHEREAS, pursuant to Utah State law, both the City and County would ordinarily share land use and police powers over the PCMR with regard to regulatory controls during the Winter Olympic Games; and,

WHEREAS, it is in the best interests of both the City and County that only one entity assume primary jurisdiction over the PCMR during the Winter Olympic Games, while the other temporarily cedes its jurisdiction so long as certain conditions, which shall be outlined in this Memorandum of Understanding (the "MOU"), are satisfied; and,

WHEREAS, pursuant to U.C.A. 11-13-1, et. seq., the "Interlocal Cooperation Act" (1953), as amended, the parties may enter into agreement to make the most efficient use of their powers by enabling them to cooperate with each other to their mutual advantage and thereby provide regulatory guidance in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors;

NOW THEREFORE, the parties agree as follows:

1. Jurisdiction. The City shall exercise primary jurisdictional and regulatory control over the PCMR venue site (see Exhibit A, attached hereto and incorporated herein) during the Winter Olympic Games (January 14, 2002 thru February 28, 2002), and the County shall temporarily cede its jurisdiction accordingly during the Winter Olympic Games for permits filed at any time during the effective dates of this Agreement directly related to the PCMR venue site for the Winter Olympic Games.

2. Conditions of Jurisdiction Cessation. The City shall ensure that the following conditions are met by the PCMR and the Salt Lake Organizing Committee for the 2002 Winter Games ("SLOC") with respect to the PCMR venue site during the Winter Olympic Games:

> a. PCMR and SLOC shall provide an adequate venue site restoration and remediation plan, which shall include the removal of construction materials and temporary structures, re-contouring of the venue site to pre-construction grades so as to provide adequate drainage and blending with the natural topography, and re-vegetation of the disturbed areas with indigenous plant species. Restoration and remediation of the venue site shall be completed prior to November 15, 2002. The venue site shall be inspected by PCMR and the City and/or County, working cooperatively, in the summer of 2003 to ensure growth of the vegetation. Where needed, additional re-vegetation may be needed to ensure that the venue site reclaims itself. An estimate of the cost to complete the above remediation shall be submitted to the City, which costs shall include the cost of materials, as well as the cost of equipment and labor. A bond or its reasonable equivalent shall be obtained covering 120% of the cost of the work as estimated for a period of two (2) years starting in November 2002.
>
> b. PCMR and SLOC shall provide an adequate grading and erosion control plan for the PCMR venue site.

c. PCMR and SLOC shall provide an adequate environmental protection plan for addressing environmental impacts with respect to the PCMR venue site.

d. PCMR and SLOC shall provide a temporary lighting plan, which provides for adequate lighting for the venue site, and meets the lighting requirements of the Park City Master Festival License Ordinance, or the Snyderville Basin Development Code, whichever is stricter.

e. PCMR shall provide an adequate storm water drainage plan, approved by the State Division of Water Quality.

f. PCMR and SLOC shall comply with all requirements and conditions of the Utah Olympic Public Safety Command and its Olympic Plan.

g. PCMR and SLOC shall comply with all requirements and conditions of the Summit County Board of Health and its temporary mass gathering permit.

h. PCMR and SLOC shall comply with all requirements and conditions of the Park City Master Festival License.

i. City shall issue building permits and grading permits and collect fees for permits and inspections on behalf of the City in accordance with the requirements of the Uniform Building Code, and shall direct its inspectors to conduct inspections on all temporary structures prior to occupancy.

j. County shall not waive fees related to the Summit County Board of Health or law enforcement related costs incurred by the Summit County Sheriff in performing duties related to the PCMR venue site.

k. Any alteration, relocation or proposed demolition of buildings or sites meeting the City criteria for Historical Significance shall be reviewed and approved by the Park City Historic District Commission.

3. <u>County Review and Comment</u>. The City shall provide a reasonable opportunity (no less than a minimum of two weeks in advance of the public hearing) for the County to review and comment on the PCMR venue site plans.

4. Public Hearing Requirement. The City shall provide for at least one public hearing for City and County residents to comment upon the PCMR venue site plans. Said public hearing shall require 14 days posted and published notice in a newspaper having general circulation within the Snyderville Basin of Summit County.

5. Agreement Inapplicable to Law Enforcement. This Agreement shall not act to cede the jurisdiction of the County with respect to the County Sheriff, the County Attorney, or the County's Justice Court, nor the application of County ordinances and State statutes pertaining to infractions (including traffic offenses), misdemeanors, and felonies committed within the unincorporated County portion of the PCMR.

6. Hold Harmless. Park City hereby agrees to hold Summit County and its respective officers, agents, officials and employees harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said action, causes of action, claims for relief, demands, damages, expenses, costs, fees and/or compensation, are known or unknown, are in law or equity, and without limitation, that may arise out of the acts or omissions, negligent or otherwise, of Park City or its respective officers, officials, agents or employees during the performance of the provisions of this Agreement or arising out of Park City's licensing or permitting of the PCMR venue site for the Winter Olympic Games. Such hold harmless shall not apply to the intentional torts nor negligent acts or omissions solely attributable to the County or its respective officers, officials, agents, or Employees.

7. Indemnification. Park City hereby agrees to indemnify and defend Summit County and its respective officers, agents, officials and employees against any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, expense costs, fees and/or compensation are known or unknown, are in law or equity, and without limitation, that arise out of the acts or omissions, negligent or otherwise of Park City or its respective officers, officials, agents or employees in the performance of the provision of this Agreement or arising out of Park City's licensing or permitting of the PCMR venue site for the Winter Olympic Games. Such indemnification shall not apply to the intentional torts nor negligent acts or omissions solely attributable to the County or its respective officers, officials, agents, or Employees.

8. No Waiver of Immunity; Insurance. Nothing herein contained shall be deemed a waiver by any party of any immunity, defense, or limitation on liability provided by law to such party, nor shall this Agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of any other party. The City and the County each agrees to make provision for insurance coverage, through independent contract or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

9. Administration. Both parties agree that there is no separate entity created by this Agreement to carry out its provisions and to the extent that this Agreement requires administration as is set forth herein, it shall be administered by the governing bodies of the parties. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

10. No Third Party Beneficiary. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or changed in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Notices. All notices, demands, requests and other writings required or permitted to be given hereunder shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Park City Municipal Corporation Attn: Frank Bell P.O. Box 1480 Park City, UT 84060-1480	Summit County Attn: Department of Community Development P.O. Box 128 Coalville, UT 84017

13. Waiver. The waiver of any party hereto of any breach, condition or provision of this Agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of any party to insist in any one instance, or more, upon the performance of any of the conditions or provisions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

14. Effect of Agreement and Term. This Agreement shall take effect at the time that the governing bodies of both parties have approved the Agreement by Resolution, and it shall continue to be in effect until terminated by either party, but in no event shall this Agreement be effective after February 28, 2002, except with respect to the remediation provisions hereunder. Either party to this Agreement may terminate this Agreement after giving sixty (60) days written notice to the other party.

15. Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials, as of the day and year first above written.

SUMMIT COUNTY BOARD OF COMMISSIONERS

BY: ______________________________

Eric D. Schifferli
CHAIRMAN

ATTEST:

____
COUNTY CLERK

APPROVED AS TO FORM:

____
DEPUTY COUNTY ATTORNEY

PARK CITY MUNICIPAL CORPORATION

BY: ______________________________

Bradley A. Olch
MAYOR

ATTEST:

____
Janet M. Scott
CITY RECORDER

APPROVED AS TO FORM:

____
Mark Harrington
CITY ATTORNEY

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: July 12, 2001
DEPARTMENT: Planning Department
AUTHOR: Derek Satchell
TITLE: LMC Re-write - Chapter 4 (Historic Preservation)
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Review and discuss the proposed modifications to Chapter 4 (Historic Preservation) of the Park City Land Management Code re-write, conduct a public hearing, consider public input and advise Staff of any specific modifications. NO ACTION IS REQUESTED AT THIS TIME.

A. BACKGROUND

In reviewing numerous rehabilitation and new construction projects in Old Town, Staff has been asked on numerous occasions by members of the Historic District Commission (HDC), architects, contractors and owners of historic properties for additional clarity regarding the formal design review process and procedure for various applications under the HDC's and Staff's purview. The majority of these inquiries were primarily due to the public's lack of general knowledge regarding the building process in Old Town, and the extremely arduous design review procedure at that time (prior to 1998) which placed a heavy emphasis upon HDC review for even the simplest of projects. This situation is further complicated by applicants' inability to successfully follow the design process because of the City's practice of numerous "unwritten" review policies which are unaccounted for in the current Chapter 4 of the LMC. In an effort to mitigate this problem, Staff had considered and commenced initial research on the re-write of Chapter 4 as early as September 1998. Although research on this subject continued on and off by Staff (with the knowledge of HDC), no public hearing or meetings were scheduled or held.

In mid 1999, the HDC decided to conducted a series of formal retreat meetings in order to reaffirm their knowledge and policy in historic preservation. The first retreat was held on December 6, 1999, and covered a wide range of topics from learning how to identify historical significance, to general preservation policy and the treatment of historic buildings (See Exhibit A). During this retreat, the HDC established an agenda to tackle the three outstanding major projects affecting Old Town: re-write of the LMC Chapter 4, re-write of the Historic District Design Guidelines, and the completion of the Park City Comprehensive Architectural Survey (in that order). The Chapter 4 re-write was deemed to be of immediate importance since it dealt with policy and procedure, whereas the other tasks addressed cosmetic architectural matters. The remainder of the retreats then focused on the development of the Chapter 4 re-write.

Although the HDC consciously and unanimously decided to collaborate on an rough draft during the retreats prior to conducting any formal public hearings, all of the retreats were publicly noticed and open to the public. Additionally, this matter was discussed during various KPCW Staff interviews. No public input was received. The reasoning behind the HDC's decision was to enable the HDC the opportunity to address what they considered to be most important and formulate a strong foundation on which to adequately address anticipated public comments. The draft document would then be forwarded to the Planning Commission for additional review and the commencement of the formal public hearing process.

The retreats were facilitated by Ms. Dina Williams Blaes, the former Assistant Director of the Utah Heritage Foundation (See Exhibit B), which is a local, state-wide non-profit organization promoting historic preservation. Ms. Blaes was hired by the City based on her extensive unbiased professional preservation experience. The combination of her experience and Staff's preservation expertise represented the most knowledgeable preservation advice on this matter available in this state to the City (comparable to hiring a nationally-known preservation consultant).

During the HDC's review of the existing Chapter 4, they found that it did not adequately address the following issues:

- Procedure and process in determining Historical Significance;
- Use of the Park City Historic District Design Guidelines;
- Procedure and process involving HDC and Administrative design review;
- Procedure and process involving building relocation and demolition (CADs);
- Procedure and process involving removal of hazardous buildings;
- Procedure and process involving appeals; and
- Procedure and process involving enforcement and penalties per current Uniform Building Code requirements.

The HDC also found that the existing Chapter 4 did not address these issues:

- Identify the boundaries and the specific buildings which composed the current Historic District;
- Statutory purpose and function of the HDC and Planning Staff regarding specific applications under their purview;
- Identify conditions involving Demolition-by-Neglect and procedures to mitigate such conditions; and

- Reference to the existence of City-sponsored preservation programs and incentives.

To address these issues, Staff gathered information regarding existing preservation ordinances from similar historic communities nation-wide and compiled it for HDC's consideration. A revised Chapter 4 (reflecting the current format of the LMC re-write) was developed and refined by the HDC during retreat meetings held from January through June of 2000. During this endeavor, emphasis was placed on creating a document that provided clearer direction, more informative and user-friendly. At their regularly scheduled public meeting on June 19, 2000, the HDC forwarded a final draft to the Planning Commission with a positive recommendation for review and to commence the public hearing process (See Exhibit C).

On July 26, 2000, the Planning Commission reviewed the HDC's proposed Chapter 4 draft as a work session item and received public input on this matter (See Exhibit D). All of comments were considered, but no substantial changes were made to the draft. The Planning Commission continued the public hearing to the next available meeting. The direction given to Staff by the Planning Commission was mostly editorial and to provide additional clarity regarding the specific design review procedures. In response to that direction, the Community Development Department hired a professional editor on September 5, 2000, to review the draft Chapter 4 as like Phase 1 of the LMC re-write. His charge was to edit the document in accordance with the recommendations given by the Planning Commission and check for overall clarity, consistency and content. In the meantime, the Upper Park Avenue Property Association (UPAPA) submitted an informal list of comments to the Planning Department regarding the proposed draft on August 13, 2000 (See Exhibit E). The next scheduled Planning Commission meeting was scheduled for September 13, 2000, but this item was continued to a date uncertain (without discussion) due to the work load of Staff as well as the Commission.

Given the amount of time that had past since the last review of Chapter 4, the number of concerns voiced by UPAPA as well as several individuals in the community, the HDC held a special joint public meeting with the Planning Commission on December 4, 2000, to ensure a mutual understanding and interpretation of the proposed Chapter 4 revisions. Although the item was scheduled as a work session, it was publicly noticed and the meeting was open to the public. A copy of the existing Chapter 4, a redline version (containing corrections from the editor), and a "clean" copy were distributed to the Planning Commission and HDC prior to that meeting. The Upper Park Avenue Property Association (UPAPA) submitted a formal list of written comments to the Planning Department the day of the scheduled meeting, which was distributed to all of the commissioners at the meeting (See Exhibit F). The direction provided to Staff from the commissioners (upon considering public input) included more editorial and minor revisions, but no substantial changes to the draft Chapter 4 were recommended (See Exhibit G). Upon giving Staff additional direction, the item was re-scheduled for the next available Planning Commission meeting for the continuation of the public hearing and for possible action.

On April 11, 2001, the Planning Commission met with the Historic District Commission again to provide Staff with direction regarding the draft. The meeting was publicly noticed, open to the public and included another public hearing. And once again, the Upper Park Avenue Property Association (UPAPA) submitted a list of written comments (some comments new and some repetitive) to the Planning Department the day of the scheduled meeting (See Exhibit H). Both commissions reviewed each section of the proposed draft carefully and provided Staff with additional editorial recommendations. During the discussion, HDC Commissioner Hurd asked numerous questions and made several comments to both commissions regarding the draft. All of his comments were considered and some were incorporated, but no substantial changes were made to the draft. Upon the commissioners' joint review, the public hearing was opened and three individuals from the community made comment. All of their comments were considered, but no substantial changes were made to the draft. The public hearing was closed, and in the interest of time, all further action on this matter was continued to the next Planning Commission meeting (See Exhibit I). On April 25, 2001, the Planning Commission noted during their regular agenda that the elements and revisions previously discussed about the proposed Chapter 4 were incorporated, and moved unanimously to forward a positive recommendation to the City Council on this item (See Exhibit J). On April 26, 2001, Commissioner Hurd forwarded a letter to members of the City Council reiterating the questions and comments he previously addressed to the Planning Commission at the April 25th meeting (See Exhibit K–Staff response to his comments are attached).

At this time, Staff is requesting that the City Council review the proposed draft Chapter 4 of the LMC, conduct another public hearing, consider public input and provide Staff with direction.

B. <u>ANALYSIS</u>

Revisions to the draft Chapter 4 were principally administrative in nature and consisted primarily of editing for accuracy, clarity and consistency with other sections within the same chapter. The recommendations made by the Historic District Commission, Planning Commission, and Staff have been incorporated. Additionally, some public input from previous meetings and public hearings have also be included. Because of the nature and extent of modifications proposed (as well as the new format being incorporated), a redline strike-out version of the existing Chapter 4 showing the proposed modifications would not be the best manner in which to illustrate the proposed changes. Hence, Staff is providing separate, clean copies of the existing Chapter 4 and the proposed Chapter 4 for the Council's review.

Many of the proposed processes and procedures outlined in the draft (including Demolition-by-Neglect) is not new. The draft is composed of currently practiced policies and procedures as observed by the HDC and Community Development Department, and found in various present ordinances, codes and manuals binding to the City. Hence, the principal objective of the proposed Chapter 4 re-write is a "housekeeping" endeavor to centrally locate this information for use by Staff and applicants. The true "teeth" behind the proposed Chapter 4 (verses the existing Chapter 4) revolve around addressing and mitigating Demolition-by-Neglect.

The term "demolition by neglect," refers to the failure to provide routine general maintenance for a property which results in the gradual and serious deterioration of a building within the Historic District. This does not refer to the occasional chipping paint job, rotted window sill, or missing porch bracket. It refers to buildings that have been permitted to fall into serious deterioration and disrepair over a period of years, resulting in a potential safety hazard. Examples of such conditions that currently existing in Old Town range in severity from those dwellings located at 1015 and 1021 Park Avenue (See Exhibit L) suffering where neglect is less obvious, to 801 Park Avenue (See Exhibit M) where in the building has been condemned. To date, Staff has identified numerous historically significant and historically contributory properties in Old Town exhibiting these conditions. While most properties exhibiting such conditions in town are under private ownership, a few are properties are city-owned such as 150 Main Street (See Exhibit N) and 715 Park Avenue (See Exhibit O).

This type of serious and gradual form of deterioration has a significant detrimental effect upon the overall character of the Historic District. Because of this, the HDC wanted to codify the City's current obligation under Section 1001et. seq. of the Uniform Housing Code and Section 3402 of the Uniform Building Code (UBC). By incorporating this duty into the LMC, the City would then be responsible for establishing a Minimum Maintenance Fund (as described and required in the UBC) for actively combating this problem. The fund would be used by the Chief Building Official to temporarily stabilize the existing safety hazard and seek financial retribution through legal action against the neglectful property owner. Nevertheless, the revised Chapter 4 of the LMC would serve to protect historic buildings subject to neglect by stressing the importance of making routine repairs and maintenance before significant deterioration occurs.

Lastly, Staff is requesting the Council to review and include the following additional Section to the proposed draft. The proposed section would focus on identifying the purpose and acknowledge the existence of preservation easements currently held by the City. The proposed section would appear in sequential order as such:

15-4.11 PRESERVATION FACADE EASEMENTS

A preservation facade easement is a legal agreement between an owner of a historic property in Park City and the City, which grants the City the right to monitor and protect the physical architectural and historic character of the property. Once recorded, an easement becomes part of the property's chain of title in perpetuity. The purpose and terms of the easement conveys the legal authority to the City to ensure that the historic or historically contributing building, structure or site against adverse alterations. The owner may benefit from donation or sale of facade easement to the City by taking an income tax advantage and/or property tax advantage.

This section was recently recommended by the State Historic Preservation Office, the

Utah Heritage Foundation, and Staff for inclusion in the proposed Chapter. At this time, no further public comment has been received by Staff.

C. RECOMMENDATION

Staff requests that the City Council review the proposed draft and discuss any outstanding issues, conduct a public hearing, consider public input, and provide Staff with direction.

EXHIBITS:

Exhibit A - HDC Retreat Agenda (December 4, 1999)
Exhibit B - Ms. Blaes' vitae
Exhibit C - HDC meeting minutes (June 19, 2000)
Exhibit D - Planning Commission meeting minutes (July 26, 2000)
Exhibit E - UPAPA written comments (August 13, 2000)
Exhibit F - UPAPA written comments (December 4, 2000)
Exhibit G - Planning Commission meeting minutes (December 4, 2000)
Exhibit H - UPAPA written comments (April 11, 2001)
Exhibit I - Planning Commission meeting minutes (April 11, 2001)
Exhibit J - Planning Commission meeting minutes (April 25, 2001)
Exhibit K - HDC Commissioner Hurd's Letter to City Council (April 26, 2001–*Staff's responses are attached*)
Exhibit L - Photograph of 1015 & 1021 Park Avenue
Exhibit M - Photograph of 801 Park Avenue
Exhibit N - Photograph of 150 Main Street
Exhibit O - Photograph of 715 Park Avenue
Exhibit P - List of Historical Research Consultants (as provided by the State Historic Preservation Office)
Exhibit Q - Copy of Existing Chapter 4
Exhibit R - Copy of Proposed Chapter 4

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PARK CITY
1884

CITY COUNCIL REPORT

DATE: July 12, 2001
DEPARTMENT: Planning Department
TITLE: Recommended Amendment to Land Management Code Section 15-2.6-11 (HCB District - Access, Service, and Delivery) to Address Problems Concerning Private Trash Containers on Main Street.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Conduct a public hearing, take any public input and consider Staff's recommendation to approve the following Land Management Code amendment to Section 15-2.6-11.

A. BACKGROUND

Park City continues to receive complaints, primarily from Main Street business owners, concerning private trash containers. Common themes among the complaints received to date include: (1) trash containers are being left out long after collection by BFI, often well into the afternoon hours; (2) trash containers are placed in a manner that interferes with pedestrian or vehicular traffic; (3) trash is being left out in plastic bags or other non-durable containers that leak and/or lack lids; (4) owners place their trash containers in front of a neighboring business; and (5) the collective impact of the aforementioned acts is a Main Street that is unattractive and uninviting to residents, visitors, and patrons.

B. ANALYSIS

The Land Management Code currently lacks the tools to effectively address this issue, therefore staff recommends the following amendment to Section 15-2.6-11:

15-2.6-11. ACCESS, SERVICE AND DELIVERY.

Refuse shall be stored in containers made of durable metallic or plastic materials with a close-fitting lid. Refuse containers shall not be set out for collection earlier than 10:00 PM on the day prior to collection, and must be removed no later than 10:00 AM on the day of collection. Refuse containers set out for collection shall be placed on or directly in front of the owner's property, and shall not be placed in the street, sidewalk, or other public right of way in any manner that will interfere with vehicular or pedestrian traffic. Except when set out for collection pursuant to this Section, refuse containers shall be placed in a location fully screened from view from the public rights of way via Fencing and/or walls. Public trash receptacles set in the right of way by the City for use by the public are exempt from this regulation.

It is notable that the recommended LMC amendment applies only in the HCB District. This regulation will be enforced on a complaint-basis by Building Department Code Enforcement Officers; the same as other LMC violations. Public trash receptacles placed on the sidewalk by the City are exempt from the regulation.

C. NOTICE

This language was presented at a Main Street Business Alliance Meeting on May 23, 2001. Steve Hooker voiced concern over the language. He felt that the proposed language should be specific to Main Street, and no other part of the HCB District (Swede Alley). Additionally, notice of this hearing and proposed ordinance language was hand delivered on May 25, 2001 to affected property owners.

D. PUBLIC HEARING

This ordinance was presented to the Planning Commission on June 13, 2001. During the public hearing, input from Michael Johnson, partner of the No Name Saloon (formerly the Alamo) was received. Mr. Johnson stated the proposed ordinance creates an undue hardship on his business because there is no practical way to store blue or brown BFI containers within his business. He also asserted that given the zero front yard setback on Main Street and the historic front facade, there is no practical way to screen the containers.

Mr. Johnson felt he could comply with the ordinance if BFI agreed to collect refuse using containers other than the BFI blue or brown bins. He contended he has attempted to work with BFI on this but with little positive results to date. Commissioner O'Hara noted the proposed ordinance does not specify that BFI containers must be used, and Mr. Johnson seemed satisfied that he could eliminate his use of the BFI bins. The Planning Commission moved unanimously to forward a positive recommendation to the City Council to approve the proposed ordinance.

E. RECOMMENDATION:

Staff recommends the City Council conduct a public hearing, take any public input and consider Staff's recommendation to approve the Land Management Code amendment to Section 15-2.6-11.

F. EXHIBITS

Exhibit A - Proposed ordinance

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Ordinance No. 01-

AN ORDINANCE AMENDING THE PARK CITY LAND MANAGEMENT CODE SECTION 15-2.6-11(HCB DISTRICT - ACCESS, SERVICE, AND DELIVERY) TO ADDRESS PROBLEMS CONCERNING PRIVATE TRASH CONTAINERS ON MAIN STREET.

WHEREAS, the Land Management Code places limitations on refuse storage; and

WHEREAS, the City Council finds that it is in the public interest to regulate refuse storage in the HCB district in order to reduce visual clutter, protect and preserve the unique aesthetic character of the City, and enhance the community's economic viability; and

WHEREAS, public hearings were duly held before the Planning Commission on June 13, 2001, and before the City Council on July 12, 2001; and

WHEREAS, public notice and opportunity to comment were provided, pursuant to the Land Management Code; and

WHEREAS, the City Council finds and determines that, the regulation of private trash containers in the HCB district can enhance the pedestrian appeal and vitality of certain commercial areas; and

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

SECTION I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

SECTION II. AMENDMENT. Chapter 15-2.6-11of the Land Management Code is amended to include the following:

15-2.6-11. ACCESS, SERVICE AND DELIVERY.

All Access for commercial Businesses and facilities shall be located within the HCB District. Emergency Access to the HR-1 and HR-2 Districts may be allowed by the Community Development Department, but such emergency exits shall be designed in such a manner as to prohibit non-emergency use. The primary Access to parking facilities for commercial uses shall not be from residential districts, such as HR-1 and HR-2.

All Structures must provide a means of storing refuse generated by the Structure's occupants. The refuse storage must be on-Site and accessible only from Main Street, for Structures on the west side of Main Street, or from either Main Street or Swede Alley, for Structures on the east side of Main Street. Non-Main Street Properties within the zone must provide service Access from the rear of the Structure. Refuse storage must be fully enclosed and properly ventilated.

Refuse shall be stored in containers made of durable metallic or plastic materials with a close-fitting lid. Refuse containers shall not be set out for collection earlier than 10:00 PM on the day prior to collection, and must be removed no later than 10:00 AM on the day of collection. Refuse containers set out for collection shall be placed on or directly in front of the owner's property, and shall not be placed in the street, sidewalk, or other public right of way in any manner that will interfere with vehicular or pedestrian traffic. Except when set out for collection pursuant to this Section, refuse containers shall be placed in a location fully screened from view from the public rights of way via Fencing and/or walls. Public trash receptacles set in the right of way by the City for use by the public are exempt from this regulation.

All service and delivery for businesses on the west side of Main Street must be made within the HCB Zone, and shall not be made from the upper Park Avenue residential districts (HR-1 and HR-2)

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 12th day of July, 2001.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

ATTEST:

____
Janet M. Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

PARK CITY
1884

CITY COUNCIL REPORT

DATE: July 12, 2001
DEPARTMENT: Community Development
AUTHOR: Richard E. Lewis, Director
TITLE: Fee Amendment Resolution - Planning Fees
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Review the resolution for the proposed Planning Department's fee amendments, consider any public input, and adopt the resolution with any revisions deemed necessary.

DESCRIPTION:

A. Topic:
Amendment to City's Planning fee schedule.

B. Background:
An analysis was conducted by Rosenthal and Associates (Community Development Cost of Service Analysis - May 2001) to determine the estimated total cost of providing Planning Department services. The total average cost of providing Planning Department application review services includes overhead and support services from other departments. When these "real" costs are included, it is obvious that the City's General Fund is subsidizing most of the cost for processing development proposals. A survey of planning fees of other communities was also conducted. However, it was not helpful due to the wide range of services and cost recovery philosophies of the various cities surveyed.

The reliance on the City's General Fund for subsidizing planning services for development proposals can be reduced by increasing fees. Increasing fees to offset our costs is consistent with the recommendations of the Program and Resource Analysis study recently accepted by the City Council. The City Council reviewed the proposed fee schedule at their work session of June 21, 2001.

C. Analysis:
The Cost of Services Analysis averaged costs for processing planning applications over the past three years. The results of the analysis are dramatic and document that, for most applications, the City is recovering a small percentage of the actual total cost (see Exhibit 5 - page 5, Figure 4).

The processing costs for applications involving considerable public process, such as Conditional Use Permits, MPD's, and Subdivisions, are substantial and the fees are relatively insignificant compared to the cost. For example, the average total cost for processing a Conditional Use Permit before the Planning Commission is about $2,800 and the current fee is only $200.

The Planning Department provides many services to the community, other City departments, and to City residents besides processing development applications. It may be unrealistic to increase fees to approach total cost recovery for these services. However, application fees for development proposals requiring considerable time and expense could be increased without affecting the general citizenry.

Several concepts were explored for increasing the Planning application fees. Increasing fees by a set percent did not account for the variation of applications and the total staff time and expense of processing. This "one size fits all" approach treats simple and complex development applications equally and has little relationship to actual costs for processing. Increasing fees for total cost recovery appeared excessive in most cases since the review process actually benefits the entire community, or at least residents in close proximity to the project.

The proposed fee schedule is based on the philosophy that development proposals and complex applications, requiring considerable public process and a high level of professional review, should pay fees adequate to recover approximately 50 percent of the average total cost. Applications such as conditional use permits, plan reviews and regulated use permits typically involve less staff review time than annexation and development proposals. A 25 percent cost recovery for these applications is proposed. Routine applications not requiring extensive analysis or review by advisory commissions are proposed at 5 percent or less cost recovery. Due process applications, such as appeals and other appearances before the Board of Adjustment are also proposed at 5 percent cost recovery to not be a financial burden or deterrent. Annexations require a tremendous amount of staff and consultant time, with a great deal of public process. Therefore, annexation fees are proposed to be increased to approach total cost recovery. .

The proposed fee schedule introduces the following new fees: (1) Determination of Historical Significance (pursuant to LMC Chapter 4); (2) Economic analysis for CAD applications; (3) General Plan Amendments; (4) Master Sign Plan Review; and (5) Architectural and Design Review for buildings outside of the Historic District. Annexation fees, though not new, are proposed to be assessed on a new basis. While the former fee was assessed on a per-acre basis, the proposed fee schedule is calculated on a cost-recovery basis.

Last year the Planning Department processed 725 planning related applications of which 69 were reviewed by the Planning Commission, 49 were reviewed by the Historic District Commission and 10 were reviewed by the Board of Adjustment. The City's cost for a Planning Commission meeting alone is about $650 not including staff time. The total fees collected for planning applications last year was only $20,257. If the proposed fee schedule is adopted, an estimated $120,000 could be collected from a similar permit activity level. This would amount to about 15 percent of the Planning Department's current annual budget.

The proposed fee schedule and accompanying analysis have been reviewed by the Administrative Department, the Legal Department, the Office of Capital Management and Budget, and the Community Development Department.

ALTERNATIVES:

1. The City Council may wish to adopt the proposed resolution as drafted.
2. The City Council may wish to revise specific fees and then adopt the resolution.
3. The City Council may wish to refer this item back to staff for further study and review it again at a later date.
4. The City Council may wish to reject increasing fees.

SIGNIFICANT IMPACTS:

If the City Council adopts the fee increases as proposed, the Planning Department will increase significantly the revenues which help offset the City's cost to review development proposals. No significant additional staff time or resources will be necessary to implement the new fee schedule.

CONSEQUENCE OF NOT TAKING THE RECOMMENDED ACTION:

If the Council decides to not adopt the proposed fee schedule, the Planning Department will continue to use the existing schedule. If the Council decides to refer the item for further study, it will delay the implementation of the fees recommended as a result of the Community Development Cost of Service study which was completed in May,2001. If the Council decides to modify specific fees or to alter the percent of cost recovery formula, it may be necessary to delay the adoption of the resolution until staff can complete the recommended changes.

RECOMMENDATION:

Review the proposed Planning Department fee amendments, consider any public input, and adopt the fee amendment resolution with revisions if any.

Attachments:

Exhibit 1 - Resolution Amending Resolution #07-01
Exhibit 2 - Planning Department Application Fee Analysis (percent of actual costs)

EXHIBIT 1

PARK CITY
1884

Resolution -01

A RESOLUTION AMENDING RESOLUTION NO. 07-01
FEE RESOLUTION IN ITS ENTIRETY, AMENDING
SECTIONS 1.1.1 THROUGH 1.1.16 PLANNING FEES

WHEREAS, it is necessary to update the fee schedule to reflect the changing costs of performing services and providing public benefits; and

WHEREAS, Park City adopted a fee schedule in June, 2001; and

WHEREAS, the City has conducted an analysis of planning related reviews and has determined that the actual cost of performing such reviews exceeds the existing permit fees; and

WHEREAS, the City Council determines that it is in the public's best interest to recover a portion of the costs for processing planning and development related applications; and

WHEREAS, the City Council determines that the application fees for due process applications such as appeals and other appearances before the Board of Adjustment shall have a recovery rate of 5 percent in order to not be a financial burden or deterrent; applications for projects requiring staff resources for review, such as conditional use permits, plan reviews, and regulated use permits, shall have a cost recovery between 5 and 25 percent; development proposals which have significant community impact and require a high level of professional staff review shall offset the average estimated cost for review by approximately 50 percent; and annexation proposals and petitions, which typically require extensive staff time, expense, and resources, shall have a cost recovery of 90 to 100 percent;

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

<u>SECTION 1. AMENDMENT</u> Resolution 07-01 is hereby amended in its entirety by the schedule attached as Exhibit A.

SECTION 2. EFFECTIVE DATE This Resolution shall take effect on ________________________, 2001.

PASSED AND ADOPTED this ________ day of ____________, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

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PARK CITY
1884

EXHIBIT A
PARK CITY FEE SCHEDULE
(REVISED JUNE 21, 2001)

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

~~1.1 PLANNING FEES~~

~~1.1.1 Preapplication Fee $500~~

~~One formal staff review and one Planning Commission Work Session. If an applicant files a formal application the $500 will be applied toward the application fee.~~

~~1.1.2 Subdivision~~

~~Sketch Plat Review~~	~~$ 50 per unit equivalent, $200 minimum~~
~~Preliminary Plat Review~~	~~150 per unit equivalent, $300 minimum~~
~~Final Plat Review~~	~~50 per unit equivalent, $200 minimum~~
~~Condominium or timeshare conversion~~	~~50 per unit equivalent, $200 minimum~~
~~Revision to Final Plat~~	~~50 per unit equivalent, $200 minimum~~
~~Lot line adjustment~~	~~50 per unit equivalent, $200 minimum~~
~~Revision of conditions of final plat~~	~~200~~

~~1.1.3 Master Planned Development Process~~

~~Large Scale MPD $50 per unit equivalent for initial review and $150 per unit equivalent at the time of final project plan approval for each phase.~~

~~Small Scale MPD $200 per unit equivalent~~

~~Modification to an MPD $50 per affected unit equivalent~~

~~1.1.4 Conditional Use Permit $200~~

~~1.1.5 Zone Changes~~

~~Application for a change to another zone which currently exists~~ ~~$500~~
~~Modification of existing zoning language~~ ~~$1,000~~

~~1.1.6 Modification of Plans~~

~~$50 for habitable dwelling unit or per 1.000 square feet of commercial space for each unit or commercial area affected by the modification.~~

~~1.1.7 Regulated Use Permit~~ ~~$50~~

~~1.1.8 Board of Adjustment~~

~~All applications for consideration of any project by the Board of Adjustment shall be accompanied by a fee of $200 for technical review, posting of notice and other administrative costs.~~

~~1.1.9 Historic District Review~~

~~New residential construction involving up to 1.000 sf~~ ~~$100~~

~~New residential construction or additions in excess of 1,000 sf~~ ~~$200~~

~~No fee for residential renovation of remodels which do not increase square footage~~

~~Commercial Review~~ ~~$200 per unit equiv. (1000 sq. ft)~~
~~Demolition requests~~ ~~$200~~

~~1.1.10 Extensions of Approvals~~

~~Board of Adjustment~~ ~~$50~~
~~Planning Commission~~ ~~50~~
~~Conditional Use~~ ~~50~~

~~1.1.11 Sign Review~~

~~Individual signs or sign plans~~ ~~$50~~
~~Individual signs when a sign plan has been approved~~ ~~25~~

~~Banners over public property 35~~
~~Banners on city light standards 100~~
~~Temporary construction signs 20~~

~~1.1.12 Satellite Receiving Stations $50~~

~~1.1.13 Annexation~~

~~10 acres or less $1,000~~
~~Over 10 acres, but less than 100 acres 2,000~~
~~Over 100 acres, but less than 300 acres 3,000~~
~~Over 300 acres, but less than 500 acres 4,000~~
~~Over 500 acres 5,000~~

~~**FISCAL IMPACT ANALYSIS**~~
~~Applicant must pay city for performing Fiscal Impact Analysis: $1,000~~

~~1.1.14 Appeals Fee The following administrative fees, which will include processing costs for mailing notice and postage, shall apply:~~

~~Appeals of Planning Commission and/or Historic District Commission conditions $100~~

~~Appeals to the U.B.C. Board of Appeals 100~~

~~Appeals of staff interpretation of Land Management Code regulations or Historic District Guidelines/Design Guidelines 50~~

~~1.1.15 Refund of Withdrawn Planning Applications - In the case of a withdrawal of an application, the associated fee shall be refunded, less the actual cost for professional services rendered by city staff.~~

1.1 PLANNING FEES

1.1.1 Special Meeting Fee $610

One formal staff review and one Planning Commission Work Session. If an applicant files a formal application, the $610 will be applied toward the application fee.

1.1.2 Subdivision

Preliminary Plat Review	$255 per unit equivalent
Final Plat Review	$180 per unit equivalent
Condominium or timeshare conversion	$450 per unit equivalent
Record of Survey	$450 per unit equivalent
Revision to Final Plat	$450 per unit equivalent
Lot line adjustment	$290 per unit equivalent
Revision to conditions of final plat	$585 per revision

1.1.3 Master Planned Development Process

Large Scale MPD	$390 per unit equivalent
Small Scale MPD	$390 per unit equivalent
Modification to an MPD	$195 per unit equivalent

1.14 Conditional Use Permit

Discretionary	$720
Steep Slope Review	$350
Administrative	$350
Extension or Modification	$425

1.1.5 Zone Changes

Change to existing zone	$1,250
Request to create new zoning district	$2,600
Modification of existing zone language	$2,000

1.1.6 Board of Adjustment $365 per application

1.1.7 Architectural and Design Review

1.1.7.1 Historic District Review

New residential construction involving up to 1,000 sf, including renovation or remodels	$185
New residential construction or additions in excess of 1,000 sf	$200
Commercial review	$200 per unit equivalent (1,000 sq. ft.)
Determination of Significance	$200 per structure
Certificate of Appropriateness for Demolition (CAD)	$400 plus hourly fee for fiscal economic analysis
Economic Analysis for CAD	Billed at actual cost

1.1.7.2 Non-Historic (All Other Districts)

New Residential - SF/Duplex (per appl)	$200
Multi-Family/Commercial (per appl)	550
Residential Additions (per appl)	100
Commercial Additions (per appl)	440

1.1.8 General Plan Amendment $3,475 per application

1.1.9 Sign Review

Master Sign Plan Review	$110
Individual signs or sign plans	$55.55
Individual signs when a sign plan has been approved	$35.35
Temporary Signs	$20.20

1.1.10 Satellite Receiving Stations $170

1.1.11 Annexation

Preapplication $3,300

Upon certification of completeness of the preapplication and prior to the filing of the annexation petition, the applicant shall submit a $10,000 deposit. The applicant shall be charged for actual City staff time for the annexation processing and this time will be charged against the deposit. When the deposit is depleted, the application shall submit another $10,000 for the continued review. All deposited funds will be reimbursed to the application upon completion of the annexation and agreements.

Annexation Fiscal Impact Analysis $1,550
plus actual cost of City approved
consultant fee

Modification to Annexation Agreement $3,300

1.1.12 Appeals Fees

The following administrative fees, which will include processing costs for mailing notice and postage, shall apply:

Appeals of Planning Commission and/or Historic District Commission conditions	$365
Appeals to the U.B.C. Board of Appeals	$365
Appeals of staff interpretation of Land Management Code Regulations or Historic District Guidelines/ Design Guidelines	$ 50

1.1.13 Refund of Withdrawn Planning Applications

In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.

1.1.14 Re-application Fees

For projects that have been cancelled by the applicant from a scheduled meeting $100

1.1.15 Reactivation Fee

For projects that have been inactive by the applicant for more than six months 50% of orig. application fee

1.1.16 Attorney or Other Professional Services

Reimbursement for actual expense incurred

EXHIBIT 2

June 5, 2001

PLANNING DEPARTMENT
APPLICATION FEE ANALYSIS

Section	Application	Current Fee	Proposed Fee	Proposed Fee as % of Actual Average Cost
1.1.1	Pre-Application Meeting Fee	500	610	50
1.1.2	Subdivision			
	Preliminary Plat	150	255	50
	Final Plat	50	180	50
	Condo or Timeshare Conversion	50	450	50
	Revision to Final Plat	50	450	50
	Revision to Conditions of Final Plat	200	585	50
	Lot Line Adjustment	50	290	25
	Record of Survey	200	450	50
1.1.3	Master Planned Development			
	Large Scale MPD	200	390	50
	Small Scale MPD	200	390	50
	Modification to MPD	50	195	50
1.1.4	Conditional Use Permit			
	Discretionary - Planning Commission	200	720	25
	Administrative - Staff	200	350	25
	Steep Slope	200	350	25
	Extension or Modification	200	425	25
1.1.5	Zone Changes			
	Change existing zone	500	1,250	50
	Modification to existing language	500	2,000	50
	Create New Zone	1,000	2,600	50
1.1.6	Board of Adjustment	200	365	5
1.1.7	Architectural and Design Review			
	1.1.7.1 Historic District			
	New Residential <1,000 sq. ft.	100	185	5
	New Residential >1,000 sq. ft.	200	200	–
	Commercial Review	200	200	–
	Certificate of Appropriateness for Demolition	200	400	25
	Determination of Significance	–	200	–
	Economic Analysis for CAD	Billed at Actual Cost		

1.1.7.2 Non-Historic (All other Districts)			
New Residential - SF/Duplex (per application)		200	25
Multi-Family/Commercial (per application)		550	25
Residential Additions (per application)		100	25
Commercial Additions (per application)		440	25
1.1.8 General Plan Amendment	–	3,475	50
1.1.9 Sign Review			
Individual Signs - Permanent	50.50	55.55	5
Individual Signs with Master Plan	25.25	35.35	5
Master Sign Plan Review	–	110.00	5
Temporary Signs	20.20	20.20	5
1.1.10 Satellite Receiving Station	50	170	25
1.1.11 Annexation			
Pre-application Review		3,300	90
Modification to Annexation Agreement		3,300	90
Fiscal Impact Analysis Coordination		1,550 plus actual consultant fee	90
Annexation Petition Review		Billed at actual cost	
1.1.12 Appeals			
Appeals of PC/HDC Action	100	365	5
Appeals of Staff Interpretation	50	50	–

Methodology:

Certain types of applications, such an annexations, cause significant impact on the staff and involve multiple public hearings. In addition these application are likely to cause community impacts. The recommended cost recovery for these applications is about 90%.

Applications for due process, such as appeals, and processing historic structures, has a significant community benefit and between 5% and 25% cost recovery is recommended. Application for MPD's, CUP's, subdivision and zone district changes involve considerable staff time, public hearing, and multi-department review. Cost recovery is recommended at 50% for these applications.

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PARK CITY

DATE: July 12, 2001
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Matt Twombly, Gary Hill
TITLE: Twelfth Street Stairs Construction and Sanitary Sewer Upgrade
TYPE OF ITEM: Award of Construction Contract

SUMMARY RECOMMENDATIONS: Staff requests authorization to proceed with the construction of the Twelfth Street Stairs. Staff recommends that Council award the construction contract to Thiede Construction Corporation for $79,722.00 for the Twelfth Street Stairs construction and the Sanitary Sewer Additive Alternate for $24,150.00 (paid by SBSID), for a total contract amount of $103,872.00.

DESCRIPTION: Staff and Alliance Engineering have proceeded with the design and production of construction documents to construct a set of stairs within the Twelfth Street right of way between Norfolk Avenue and Empire Avenue. The project completion date is October 15, 2001. The advertisement to bidders was legally noticed and the sealed bids were opened on June 21, 2001. The lowest responsible bid is by Thiede Construction Corporation for $79,722.00 and an additive alternate for the sanitary sewer upgrade for $24,150.00 (Table 1) to be paid by the Snyderville Basin Sewer Improvement District through an agreement with the City.

The other respondent was Lyndon Jones Construction who submitted a base bid of $163,944 and $26,060 for the additive alternate (Table 1).

	Base Bid	Additive Alternative	Total
Theide Construction	$79,722	$24,150	$103,872
Lyndon Jones Construction	$163,944	$26,060	$190,004.00

Table 1 - Bid Tabulation

Both respondents submitted bids with minor mathematical errors, but any interpretation would still leave Thiede Construction the lowest bidder by a considerable amount (Table 1). The errors were reviewed by the Legal Department and it was determined that the errors would not disqualify the bids. Staff requested clarification of the bid by the lowest apparent bidder as instructed by the Legal department and this amount is reflected in this staff report.

A. **Analysis**: The base bid for $79,722 by Thiede Construction is $84,222 below Lyndon Jones Construction on the base bid and $1,910 below on the additive alternate. Thiede Construction was awarded the contract for the Fourth Street Stair and Tenth Street Stair reconstruction projects, as well the Eleventh Street Stair reconstruction and sanitary sewer upgrade. All projects were performed professionally, at the highest standards and on schedule.

B. Department Review:
Office of Capital Management and Budget
City Manager
Legal

ALTERNATIVES:

A. Approve the Request: Award the construction contract to Thiede Construction for $79,722.00 and enter into a construction agreement drafted by the City Attorney's office. The City will also enter into an agreement with the Snyderville Basin Sewer Improvement District and award the Sanitary Sewer Upgrade Additive Alternate to Thiede Construction for $24,150.00 in order to proceed with the construction of the Twelfth Street Stairs consistent with prior instructions.

B. Deny the Request: This alternative appears to be an option if construction bids are unreasonably high as determined by the Council. Should Council decide not to award a contract to construct the Twelfth Street Stairs, the right of way will remain in its present undeveloped condition and the sanitary sewer will not be upgraded at this time.

C. Continue the Item: Council could decide to continue the item in light of the mathematical errors in the bids, and request staff to rebid the project.

SIGNIFICANT IMPACTS:
There is currently $118,741 budgeted in the Old Town Stairs Lower Park Avenue RDA. Council directed staff to proceed with this project at their January retreat. Management of the project is part of the OCMB work program for this summer.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If Council continues the item or decides to postpone the construction of the stairs, the project will need to be bid again and will likely be delayed until next year due to construction season time limits.

If Council decides not to pursue the project, the right of way would remain in its present undeveloped condition and the sanitary sewer would not be upgraded at this time.

RECOMMENDATION: Staff requests that Council review the reasonableness of the bids and consider awarding the contract, so that the tentative construction schedule can be met. Staff recommends that the Council award the construction contract to Thiede Construction Corporation for $79,722.00 and the Sanitary Sewer Additive Alternate for $24,150.00 and authorize staff to proceed with the construction of the Twelfth Street Stairs.

PARK CITY 1884

DATE: July 12, 2001
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly, Assistant City Manager
TITLE: Amendment to Inter-local Cooperation Agreement with Park City Fire Service District
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The Council should adopt the attached resolution that authorizes the Mayor to execute the attached amended inter-local agreement with the Park City Fire Service District in a form approved by the City Attorney.

DESCRIPTION:

A. Topic: Consideration of the implementation of fire safety impact fees by the Park City Fire Service District. Approving the attached resolution will remove the restriction on the imposition of Fire Impact Fees and allow the Fire District to collect fees as part of the City building permit process. However, it will be the Fire District, as opposed to the City, imposing the impact fee.

B. Background: In 1984, Park City Municipal Corporation and the Park City Fire Service District entered into an inter-local cooperation agreement. That agreement was amended in 1988 with respect to inspections and investigations which included the following provisions:

- PCMC would donate the station on Park Avenue to the District.
- PCMC would pay for a new station in the Silver Lake area from established impact fees.
- The District could impose no impact fees in Park City.
- PCMC would mandate that all new development in the City must install (at the contractor's expense) fire control measures.

The District has charged impact fees outside of Park City within their district in Summit County. The Fire District has completed a new impact fee study and is now requesting approval from Council to allow them to impose impact fees for the construction of facilities (fire stations and administrative space) to accommodate new growth. Growth in the district will nearly double service demand over the next 20 years. There are currently about 14,100 single family demand units (DU) in the District. According to a study commissioned by the District in December, demand is expected to increase by 12,500, to a total of 26,000 by about 2020 (growth at this rate is based upon an annual average 3% increase- slightly less than the average during the 1990s and substantially less than the rate since 1995).

The District provides service at a level which meets its service standard objective but is operating at near 100% of capacity and must expand its facilities in order to serve new development. New fire stations and administrative space is at this time funded by direct beneficiaries - existing development. The Fire District Board has determined that impact fees are a necessary component of its strategy to expand capacity and preserve the current service standard without unduly taxing existing development.

C. Analysis: The object of an impact fee is to equitably allocate capital facility capacity expansion cost between existing and new development. The Park City Fire District estimates that impact fees will offset about 50% of the cost of facilities needed for new development. Other costs will be offset principally by property taxes paid by both new and existing property owners (unless management is able to identify other sources of revenue). If fire impact fees are not instituted by the Fire District, it is likely that increases in property taxes to existing property owners will be needed to cover future Fire District capital expenses.

There are essentially three ways to pay for capital improvements: general revenue (taxes), impact fees, and exactions (improvements or upgrades required of new development - i.e. sprinkler systems in new buildings). The City currently obtains most needed fire district improvements through exactions. This method has worked well in the past but presents a couple of problems going forward into the future.

1. State statutes specify standards and procedures for establishing impact fees. However, the courts have acted to narrow the scope of exactions and increase the required justifications for exactions. The City can legally exact only what is roughly proportional to the impact of the development, not a station to serve a whole region. Exactions are facing more frequent and vigorous challenges.

2. It is difficult to mix exactions and impact fees. If the City exacts the system improvements that the District needs, either impact fees for other developers will go down or the developer who provides the exaction will get a credit against impact fees. So, if Park City relies on exactions while the rest of the District uses impact fees, developers in Park City will end up spending more on exactions while developers in the County will have lower impact fees.

3. If impact fees are delayed, reduced or not imposed, the burden of cost will probably fall on the District tax payers in the form of higher property taxes. Currently, about 60% of the property tax base is in the city while 75% of future development is expected in the County.

4. The Fire District would have to create two impact fee areas if they are not able to collect impact fees in the city. This strategy is legal but administratively cumbersome and may subject the District to more challenges.

The City has reviewed the District's plan for capital improvements and is mostly comfortable with the plan. Approving the attached resolution and entering into an inter-local agreement for the collection of Fire impact fees will continue the City's commitment to inter-agency cooperation with another governmental agency (the Fire District).

D. <u>Department Review</u>: This report has be reviewed by the Fire Marshall (Ron Ivie) the City Manager's Office, the Legal Department, the Fire District and the Office of Capital Management and Budget.

<u>ALTERNATIVES</u>:

A. <u>Approve the Resolution</u>: Approve the attached resolution and amend the inter-local agreement for the implementation fire service impact fees in Park City.

B. <u>Deny the Request</u>: Direct Staff to discontinue efforts to implement a fire service impact fees.

C. <u>Continue the Item</u>: Council could decide to continue direction on the item for further review of the District's Capital Facilities Plan.

D. <u>Do Nothing</u>: The result of this action would be similar to denying the request.

<u>SIGNIFICANT IMPACTS</u>: Depending upon which course of action Council takes, the impacts are manifold. If the Fire District is allowed to impose impact fees, this action could lighten the burden of the taxpayer and City developers. If impact fees are not allowed, it could compromise inter-local cooperation and place undue burden upon the taxpayer. The Fire District will be responsible for holding the public hearings and actually imposing the fees. The Fire District will collect the fees. Sign-off approval of building permits will still be the primary responsibility of the City, with review and approval by the Fire District for the Fire impact fee component.

If approved, the impact fees would fund a portion of the capital costs needed to serve new development within City limits. Please see the attached fee schedule and discussion of credits for development in Park City. A complete copy the Fire Service District impact fee and capital facilities analysis is available in the Executive Department.

<u>CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION</u>: The Fire Impact Fee will not be implemented.

<u>RECOMMENDATION</u>: Staff recommends that Council adopt the attached resolution that authorizes the Mayor to execute the attached fire impact fee inter-local agreement with the Fire District in a form approved by the City Attorney.

Resolution No. -2001

A RESOLUTION AMENDING THE INTER-LOCAL COOPERATION AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION AND THE PARK CITY FIRE SERVICE DISTRICT TO ALLOW FOR THE IMPLEMENTATION OF FIRE FACILITIES IMPACT FEES

WHEREAS, the boundaries of the **Park City Fire District**, hereinafter called "District", include land under the jurisdictions of both **Summit County**, hereinafter called "County", and **Park City Municipal Corporation**, hereinafter called "City"; and

WHEREAS, in 1984, Park City Municipal Corporation and the Park City Fire Service District entered into an inter-local cooperation agreement, hereinafter called the "Current Agreement"; and

WHEREAS, the Current Agreement was amended in 1988 with respect to inspections and investigations including the following provisions:

- The City would donate the station on Park Avenue to the District.
- The City would pay for a new station in the Silver Lake area from established impact fees.
- The District could impose no impact fees in Park City.
- The City would mandate that all new development in the City must install (at the contractor's expense) fire control measures; and

WHEREAS the need for public safety fire facilities has increased rapidly over the last few years requiring the District to build new facilities; and

WHEREAS, under the Current Agreement, the District does not collect Fire Impact Fees from new residential development in the City to pay for new fire facilities, the need for which is generated by new development; and

WHEREAS, the District prepared a Long-Range Capital Facilities Plan establishing a Level of Service standard and estimating the financial impact of the average New Residential and Commercial Development Unit on the demand for new fire facilities; and

WHEREAS, staff from the District and the City met and developed a draft agreement to address the impact on public safety of New Residential and Commercial Development, hereafter known as the "Inter-local Agreement"; and

WHEREAS, the District requests the City to participate in the Inter-local Agreement, in a manner that will require New Residential and Commercial Development to mitigate its impact on the public safety;

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. The City hereby adopts, the amended Inter-local Cooperation Agreement for the Implementation of Fire Facilities Impact Fees attached hereto as Exhibit A;

THIS RESOLUTION SHALL BECOME EFFECTIVE upon publication.

PASSED AND ADOPTED this __ day of March, 2001.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
PARK CITY FIRE SERVICE DISTRICT
AND
PARK CITY MUNICIPAL CORPORATION

This Agreement made and entered into this _____ day of ________________, 2001, by and between the PARK CITY FIRE SERVICE DISTRICT (hereinafter referred to as the "District"), and PARK CITY MUNICIPAL CORPORATION (hereinafter referred to as "Park City").

WHEREAS, on May 29, 1984, the Board of County Commissioners of Summit County, State of Utah, pursuant to the Utah Special Service District Act, Chapter 23, Title 11, Utah Code Annotated 1953, as amended (since renumbered as Utah Code Ann. § 17A-2-1301, *et seq.*); and

WHEREAS, on April 26, 1984, the City Council of Park City, Utah, by resolution, consented to the inclusion of the City of Park City within the boundaries of the proposed Park City Fire Service District; and

WHEREAS, for purposes of providing quality fire protection, Summit County, Park City and the District have adopted a nationally recognized Fire Code; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1, *et seq.*, governmental entities can enter into interlocal cooperation agreements in order to provide fire protection services and facilities in the most efficient and cost-effective manner to their mutual advantage; and

WHEREAS, the District has caused a capital facilities plan and impact fee analysis to be prepared demonstrating that impact fees are necessary in order to ensure that new development will pay its proportionate share of the costs required to provide adequate fire protection facilities which are necessary to service anticipated future growth; and

WHEREAS, the District and Park City recognize and agree that they each desire to continue what has been a positive and mutually beneficial working relationship resulting in the most efficient and cost-effective provision of fire protection services and facilities to their citizens.

NOW, THEREFORE, the District and the City hereby enter into this Interlocal Cooperation Agreement under the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1, *et seq.*, and in consideration of the mutual promises, terms and conditions set forth herein, do hereby agree as follows:

1. The March 30, 1988, Interlocal Cooperation Agreement by and between the District and Park City is hereby superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

2. The effective date of this Agreement shall be following the adoption of an appropriate form of resolution passed by the Administrative Control Board of the District and the City Council of Park City and the execution of this Agreement by both parties.

3. Recognizing that the District for fire suppression purposes operates both within Park City and in the unincorporated area of Summit County outside of the boundaries of Park City, it is agreed that the Chief of the District shall, at all times, maintain equipment, apparatus and emergency personnel at the levels he determines are necessary to protect the residents of Park City.

4. The City Council of Park City shall appoint the City Fire Marshal within the corporate limits of Park City.

5. The District Chief and City Fire Marshal shall be primarily responsible to perform the following functions:

a. Coordination of pre-fire planning to be jointly conducted by City and District personnel.

b. Coordination and conduct of fire inspections, compliance inspections and follow-up inspections and inspections training.

c. Investigations of fire incidents; and

d. Establishment of procedures, standards for pre-fire planning, inspections, enforcement, investigations, issuance of fire permits and coordination between the District and Park City.

6. Park City shall be responsible for building plan review, building permits and enforcement of building codes within Park City.

7. Park City will notify the District of City staff review meetings, and the District will be entitled to appear and make comments and recommendations on all projects reviewed at such meetings. Park City Community Development Department decisions made contrary to District recommendations may be set for review by the Park City Council if the District requests such review in writing within ten (10) days of the decision. Park City will set the matter for City Council hearing within ten (10) days of the District's request.

8. As part of the building permit review and development approval process, applicants will pay impact fees to the District at the District office for public safety facilities for fire protection as a condition of the issuance of a building permit by Park City for any development activity which creates additional demand and need for public safety facilities for

fire protection, as set forth in Exhibit A which is attached hereto and incorporated herein by this reference. The District is solely responsible for the administration of the impact fee in compliance with the Impact Fee Act, and the District shall indemnify the City and hold the City harmless for any and all claims or suits arising from the imposition of such fees. Nothing herein shall be construed as having the City charging or establishing such fees.

9. The initial term of this Agreement shall be for a period of five years from the date hereof and shall automatically renew for successive periods of five years unless earlier terminated as provided herein.

10. Either party may terminate this Agreement by giving the other party six months of written notice of termination.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after the adoption of an appropriate form of resolution passed by their respective governing bodies, on the dates listed below.

PARK CITY FIRE SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD

By____________________________________
Commissioner

Attest:

____

PARK CITY MUNICIPAL CORPORATION

By____________________________________
Mayor

Attest:

____
City Recorder

85331.1

ROSENTHAL & ASSOCIATES INC.

Infrastructure Planning, Public Finance & Housing Market Analysis

Post Office Box 3510
Park City, Utah 84060
801.658.3700
raa@xmission.com

MEMO

DATE: 7/6/01
TO: Kelly Gee, Toby Ross, Tom Bakaly

FROM: Bob R.
RE: PCFSD Impact Fee Analysis

Hi:

Attached please find a final draft of the above referenced fee analysis.

Please note that the fee is assessed at two different rates –a lower rate for new development in Park City (to recognize a credit for past capital contributions) and a higher rate for new development in the unincorporated district.

The in-city credit lowers the fee by $44 per demand unit for development in Park City –a district-wide average reduction of about $16 per demand unit.

One other change was made which differentiates this final draft from earlier drafts of the report – the inventory of current property by type, and the growth projection were changed to reconcile with the EPS *Snyderville Basin Growth Management* Report. This resulted in a change to the number of current demand units and a slight change to the relative fee amounts.

CHAPTER 1 - EXECUTIVE SUMMARY

The following table shows the recommended impact fee schedule for new construction within the boundaries of the Park City Fire Service District. Fees are assessed for all new construction within the district, the boundaries for which include Park City and a part of unincorporated Summit County in Snyderville Basin. Fees are assessed at a reduced rate in Park City, to recognize the value of past capital facility contributions attributable to Park City new development.

Fire District impact fees are assessed in order to provide fire stations and administrative space needed to serve new development. The fee offsets about 50%of the costs generated by new development. The fee will pay fee for a part of requisite new building space, but not for all new building space or for requisite apparatus, equipment, and staffing and operations expense – the demand for which will increase specifically because of growth.

The Fire District Board has determined that impact fees are a necessary component of its strategy to expand capacity and preserve the current service standard, and that they are necessary as a matter of equity. The District at present provides service at a level which meets its service standard objective but is operating at near 100% of capacity and must expand its facilities in order to serve new development. Tax revenue from new development will fund some, but not all of the added expense. Impact fees are needed to help make up a part of that shortfall. Fees are needed as well, in order to allocate the cost of the new facilities in an equitable way. In the past, new facilities were paid for by direct beneficiaries – existing development. (Some of the service capacity paid for by existing development in fact has been "donated" to new development in recent years, as growth occurred without attendant service capacity expansion.) The imposition of impact fees is a way of preserving that cost/benefit relationship and allocating at least part of the cost of facilities demanded by new development, to new development.

PCFSD Public Safety Buildings Impact Fee Analysis
Recommended Impact Fee Schedule

	Public Safety Buildings		
	Unincorporated District	Park City	
Single Family			
Average Unit (2,500 to 5,000 sq. ft.)	$429.00	$385.00	(per DU)
Unit Less Than 2,500 sq. ft.	$429.00	$385.00	(per DU)
Unit More Than 5,000 sq. ft.	$429.00	$385.00	(per DU)
Duplex & Multi Family			
Average Unit (1,500 to 2,500 sq. ft.)	$211.00	$189.00	(per DU)
Unit Less Than 1,500 sq. ft.	$211.00	$189.00	(per DU)
Unit More Than 2,500 sq. ft.	$211.00	$189.00	(per DU)
Hotel Room			
Average Unit (450 to 900 sq. ft.)	$410.00	$368.00	(per DU)
Unit Less Than 450 sq. ft.	$410.00	$368.00	(per DU)
Unit More Than 900 sq. ft.	$410.00	$368.00	(per DU)
Commercial (per sq. ft. - less than 10,000 sq. ft.)	$0.620	$0.550	(per sq. ft.)
Office (per sq. ft. - less than 10,000 sq. ft.)	$0.370	$0.330	(per sq. ft.)
Heavy Retail/Light Industrial: (per sq. ft. - less than 10,000 sq. ft.)	$0.150	$0.130	(per sq. ft.)

Impact fees for property types not listed above are calculated by District staff, by means of the process for *Independent Fee Calculation* and the formula shown on page 23.

PARK CITY 1884

DATE: July 12, 2001
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly and Kent Cashel
TITLE: Letter of Intent with Summit County for Regional Transit Service
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The City Council should authorize the Mayor to execute the attached letter of intent relating to Summit County Regional Transit in a final form approved by the City Attorney. City Council should also provide input on the project schedule.

DESCRIPTION:

A. **Topic:** Letter of Intent with Summit County relating to Regional Transit

B. **Background:** Regional transit is a top priority goal in the 2000-2001 City Council Action Agenda. Pursuant to that goal, the City has been in discussions with the County regarding regional transit for several years. In 1999, the City participated in a study entitled, The Summit County Regional Transit Study that was prepared for Summit County. That study listed several alternatives for transit service in Summit County. Two alternatives mentioned were; Direct Service Provided by the County and Expansion of Existing Park City Service.

On December 18, 2000 the County passed a resolution forming the Kimball Area Transportation Service District. For the Winter of 2000-2001, the County decided to implement its own direct pilot service with commercial and nightly lodging routes that were limited to Kimball Junction, the Canyons and Park City by contracting with a private company. The service was funded by Kimball Junction business owners, the Canyons, and a contribution from the Summit County General Fund. The County service had its own bay at the Old Town Transit Center and made stops at Park City and Deer Valley resorts and the large hotels in Park City. Total passengers from December 27, 200 - March 27, 2001 was 21,714 with an average daily ridership of roughly 250. The new service has been considered a success for the region.

The County has been seeking ways to continually fund the service and determine how the service will be operated on an ongoing basis. The County hired Sear Brown to perform a funding evaluation. It appears as though the service, at least initially, will be funded by assessments on businesses that comprise the district. In May, Summit County appointed a five member policy advisory board to assist them with them funding and operational decisions.

In June of 2000, City Council directed Staff to initiate a comprehensive City Program and Resource Analysis. One of the six study areas included in this analysis was called Intergovernmental Programs. In December of 2000, the Intergovernmental Programs Task Force completed a report on regional transit (attached). The regional transit report provides background information on the history of regional transit issues and analyzes the pros and cons of regional transit management and operation alternatives.

As a result of regularly scheduled interagency task force meetings, the City and County jointly decided to research an example of successful regional transit cooperation in Utah. Park City and Summit County representatives and the County's appointees to the transit policy advisory task force traveled to Logan and met with transit officials in June of 2001. Logan City and Park City are the only two municipally operated transit systems in the state of Utah. The Utah Transit Authority (UTA) is the other major public transit service provider in the state.

Logan City and Cache Valley County have determined that a regional system managed by the City is the most effective and cost efficient way to expand existing City transit services into Cache Valley County. Cache Valley has formed a separate transit district and voters have approved a 1/4 cent transit sales tax for County service. The Cache Valley Transit District (CVTD) has decided to contract with Logan City for the management of the regional system. Logan City contracts with a private firm for its own operations and plans to expand that contract to include the new County routes. CVTD will pay its proportionate share (29%) of fixed costs and 100% of CVTD's variable costs.

C. <u>Analysis</u>:

The analysis section of the attached December report from the Intergovernmental Programs Task Force does a good job of describing the pros and cons of various regional transit forms. The continuum of alternatives ranges from separate systems (no integration & no interface) to one system. One transit system delivers greater benefits and economies of scale, but requires significant cooperation and partnership. As an example, Staff would characterize the Summit County pilot system of last year as "interfaced" with City service. There was some linkage of routes, especially at the transit center, but the systems were not fully integrated. Efforts between the City and County were duplicated, there were essentially no economies or efficiencies of scale, the systems competed for federal funding and did not jointly operate as well as they could have.

The attached letter of intent is directing the City and County towards essentially one transit

Logan's Experience: The City of Logan and the CVTD essentially came to this same conclusion when setting up their system. The CVTD was able to successfully pass a sales tax measure to fund their portion of the new system. The voters passed the referendum with the understanding that Logan would manage the operation of the overall system.

Federal Transit Administration Issues: The City, County and members of the transit task force met with the Federal Transit Administration (FTA) regarding their plans for regional transit. While not able to make a formal recommendation, the FTA did state that their experience was that single or joint systems are more efficient than separate systems. Some resort communities in Colorado have discovered this by first setting up separate systems, and are now in the process of

Olympic Transportation System: The City is currently finalizing its transportation system for the Olympics. That system includes service into the County to the large park and ride lots that are operated by Salt Lake Organizing Committee (SLOC). The attached letter of intent briefly refers to transportation during the Olympics. Staff is working with the County and SLOC to ensure that constituent transportation needs are being met to the best extent possible. The details of the Olympic transportation system will be formally presented to City Council within the next few weeks as part of the City's service agreement with SLOC.

In summation, a single transit system serving the Summit County area is the best interests of all involved. The transit center was obviously an important step towards facilitating regional transit, and was recognized as such by the Governor and the 2001 Quality Growth Awards. Pursuing a single regional transit system as contemplated in the attached letter of intent is the next logical step. Constituents, employers/employees, and the regional economy will best be served by a single, efficient transit system. Depending upon the success of efforts with Summit County, the next step for regional transit would be to use lessons learned to possibly expand service into the Kamas and Heber Valleys.

D. Department Review: This report and the letter of intent has been reviewed by the Public Works Department, the City Manager's Office, the Legal Department, and Summit County.

ALTERNATIVES: Listed below are possible alternatives relating to the letter of intent. Please note that the Summit County Commission is scheduled to adopt the letter of intent at their meeting on the morning of July 12, 2001. Any changes to the letter of intent resulting from their action will be described to Council on July 12th. If there are significant issues with the letter of intent, the City may want to inform the County Commission before they take action on the letter.

A. Approve the Letter of Intent: Approve the attached letter of intent and direct Staff to follow the attached regional transit implementation schedule.

B. Deny the Request: Direct Staff to discontinue efforts to implement a regional transit system.

C. Continue the Item: Council could decide to continue direction on the item until its July 19th meeting. Service provision and equipment decisions cannot be made until the letter of intent is executed. Delaying action until August will significantly decrease the chance of an operational system for the 2001-2002 Winter.

D. Do Nothing: The result of this action would be similar to denying the request.

SIGNIFICANT IMPACTS: Direct costs incurred over the next three months related to the letter of intent are estimated at $20,000 and will be equally shared by the City and County. The major impact to the City will be in the allocation of resources, and that is why a consultant is recommended. Significant resources from the Public Works Department, Legal Department and Office of Capital Management & Budget will be required to complete the agreement by October. However, given the significance of the project and the connection with the Olympics, Staff recommends the allocation of necessary resources.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Summit County will likely pursue its own transit system.

RECOMMENDATION: The City Council should authorize the Mayor to execute the attached letter of intent relating to Summit County Regional Transit in a final form approved by the City Attorney.

Attachments:

- Letter of Intent
- Critical Dates and Milestones Schedule
- Regional Transit Report - Intergovernmental Programs Task Force

Summit County & Park City Regional Transportation Letter of Intent - July 12, 2001

Summit County and Park City conceptually agree to the following terms contingent upon further discussion and finalization. These concepts and ideas are not binding on the parties:

1. By October 4, 2001 Summit County and Park City will enter into a one (1) year management contract with renewal options by which Park City will manage the day-to-day operation of transit service in the Snyderville Basin (Kimball Area Transportation Special Service District) including:
   - Scheduling
   - Bus driver administration
   - Contracts with third party operators (where necessary for bus service)
   - State and federal grant application and administration
   - Bus procurement

2. Upon execution of the management agreement in October, 2001 Summit County will compensate Park City a monthly fixed sum which shall be calculated using only the direct costs relating to Summit's proportionate share of the transit system. Direct costs include the proportionate share of the management, operation (including equipment leases), risk management and maintenance of the transit system. Direct costs do not include the Public Works Director's time or other indirect costs that the Transportation Fund currently pays to the City's General Fund such as grant administration, recruitment, or legal services. In calculating the monthly fixed sum, Park City will not include maintenance or operation of the Old Town Transit Center, Iron Horse Bus Maintenance Facility or existing bus facilities currently used to operate the bus system.

3. The City and County will establish a Joint Transit Advisory Board which shall meet monthly and will make recommendations to both the City and County regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service and equipment demands with private contracts as well as further regionalization. The Joint Transit Advisory Board should have members appointed by both the City and the County in proportions and for terms to be determined and established by August 9, 2001

4. The City and County will jointly determine the monthly fixed sum determined by cost of service to be paid by the County by September 1, 2001. In an effort to expedite this process, the City and County agree that a consultant may be used the cost of which shall be divided equally between the parties.

5. The City shall retain final approval and management of their transportation system, while the County shall retain final approval of service rates, schedules, routes and level of service and all other decisions which may affect the direct costs under the contract for the Kimball Area Transportation SSD. (*See paragraph 2*)

6. Park City will be the Federal and State grantee for the bus system. No grant shall be applied for nor shall Summit County bound unless formal approval is made by the Summit County Board of County Commissioners, prior to the grant application being submitted. Summit County agrees to pay the required 20% local match dollars for federally funded equipment acquired to provide County transportation service in the Kimball Area.

7. Summit County will support the transfer of any existing State or Federal draft bus allocation that is in the County's name to Park City with the exception of any Senior Citizen busses or the "Fun Bus" which is currently on schedule for 2002.

8. Under the contract, the City will attend the monthly meetings of the Joint Transportation Advisory Board and shall act as staff for the board and shall use their best efforts to implement the directions from that board consistent with City Council and County Commission agreements.

9. The City will manage and operate the transit service during the Olympic period with input direction, and decision making from Summit County as provided above. Park City will not pay for service in the unincorporated County area beyond the scope normally provided or paid for by SLOC. The County may substitute or modify normal service for Olympic service.

10. Park City and Summit County will make best efforts to jointly secure future sites and funding for park & rides, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

11. Summit County will retain responsibility of assessing and/or collecting fees from the businesses served by the transit system (Kimball area) and any other funding mechanism, and shall continue to pay Park City the established monthly fee determined by cost of service regardless of how those fees are regenerated to the County. Both parties agree that at this time, no user fees (bus riders) shall be established.

12. Over the next three (3) months, Park City and Summit County will equally share the cost of any additional analysis or management needed to implement and start up a regional transportation system in a total amount not to exceed $20,000 ($10,000 each). Each party will need to approve all expenditures. Both parties agree to pay approved expenditures even if a management contract is not ultimately executed in October, 2001.

Acknowledgment:	**Acknowledgment:**
______________________	______________________
Park City	**Summit County**

Regional Transit Critical Dates

(Assuming start of service December 15, 2001)

Deadline	Task	Responsibility
June 5, 2001	County\City informally agree to work together to operate regional transit system.	County Commission\City Council
July 12th, 2001	County Commission\City Council execute Letter of Intent.	County Commission\City Council
July 13th, 2001	Consultant (Leigh, Scott & Cleary) hired to assist with development of agreement & cost estimates.	County\ City staff
August 9th, 2001	Regional Transit Joint Task Force appointed.	County Commission\City Council
August 17th, 2001	Leigh, Scott & Cleary complete draft inter-local agreement.	Leigh, Scott & Cleary
September 1st, 2001	Necessary equipment & contracted services for 2002 sourced and reserved.	Regional Transit Task Force
October 4th, 2001	County & City hold required public hearings and execute agreement.	County Commission\City Council
October 4th, 2001	Schedules and routes integrated into one transit users guide. Bus stop signage material designed and ordered	Park City Transit
November 15th, 2001	User Guides distributed to lodging companies & Chamber, press releases and PSA's issued.	Park City Transit
November 23rd, 2001	Driver recruitment complete.	Park City Transit
December 14th, 2001	Driver training complete & bus stop signage installed.	Park City Transit
December 15th, 2001	Begin County\City integrated service.	Park City Transit

PARK CITY 1884

DATE: December 8th, 2000
AUTHOR: Intergovernmental Programs Task Force
TITLE: Regional Transit
TYPE OF ITEM: Informational

SUMMARY RECOMMENDATIONS: The purpose of this report is to describe and analyze the wide range of forms that a regional transit system could take and to provide a visual representation of how decisions and actions taken now will affect the transit system that is likely to result from those decisions and actions. The task force believes that this report will provide the City with a framework for considering and deciding its regional transit action plan.

The task force requests that the ESC review and comment on this report. The task force will integrate the input gained from the ESC and develop a presentation to be given to Council members in informal meetings. Input gathered from Council members at these informal meetings will provide the basis for assembling a regional transit action plan

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DESCRIPTION:

A. **Topic:** Regional Transit

B. **Background:**

Historical Background

The table below will provide the reader with an overview of the work that has been accomplished on regional transit to date:

Date	Milestone
1997	Park City Transit begins working with the Canyons on the potential for linking the Canyons bus service with that of the City. Although both of these services operate in Park City they have not been integrated in any meaningful way to date.

1998-1999	Hope Bleeker, Park City's Transportation Director, devotes significant time to working with the County and its consultant on preparing a study on the feasibility of transit in the Snyderville Basin. The result of this work "Summit County Regional Transit Study Final Report" was published in December 1999. This report indicated there was sufficient demand to support transit service in the Snyderville Basin.
Spring of 2000	Park City Transit Development Plan, adopted by City Council, directs staff to work with the County towards the development of regional transit service through one of the following methods: 1. Provision of service through a contractual agreement with the County. 2. By integrating its schedules and routes with those of Summit County. 3. Another method that may be deemed appropriate and is approved by City Council.
June 2000	Kent Cashel contacts Summit County to offer assistance in developing regional transit service. Kent introduces himself at weekly County Commission meeting.
July 2000	Fred Jones\Peg Bodell\Kent Cashel meet with Pat Cone and representatives of The Canyons and Mountainlands Association of Governments to discuss the development of County's service and the most effective way to integrate that service with Park City's. Kent Cashel and Tim Harris of The Canyons are tasked with developing preliminary routes, schedules and cost estimates. City determines it does not have the buses necessary to provide for the County's service and advises the County of that fact.
August 2000	Fred Jones\Peg Bodell\Jerry Gibbs\Kent Cashel meet with Pat Cone and representatives of The Canyons ,Mountainlands Association of Governments and several community representatives. Kent Cashel & Tim Harris present the routes, schedules and estimated costs they have developed. Pat Cone advises City of County's intent to put operation of County service out to public bid.

August 24, 2000	Fred Jones\Peg Bodell\Jerry Gibbs\Kent Cashel meet with Pat Cone to clarify what role the City could play to assist with the implementation of service and integration of that service with Park City Transit. Pat Cone agrees that Park City Transit should administer the operation of the County's service. It is also mutually agreed that the County's service should be included in Park City Transit's schedules and brochures. The County indicated it plans to identify its equipment and service using the acronym "SCAT" for Summit County Area Transit. Park City agrees to prepare a cost breakdown for providing the County with administration services. Pat Cone advises the City that the County intends to hire a consultant (Fehr & Peers) to develop County routes and schedules.
August 28, 2000	Pat Cone advises Kent Cashel via e-mail that the County plans to put the management of their service out for public bid. Pat Cone indicated that this would be included in the RFP for equipment & drivers.
September 2000	Pat Cone advises Kent Cashel that the County has decided to not release RFP and that the County will not be able to establish the special service district that will fund its transit system in time to operate during winter 2000-01.
October 2000	Kent Cashel contacts The Canyons to begin working on integrating The Canyons routes and schedules with that of Park City Transit. Kent Cashel advises The Canyons that Park City will require every fixed route provider operating within City limits to sign an operating agreement with the City. This operating agreement requires the fixed route operator to: • Coordinate its routes and schedules, to the extent feasible, with those of Park City Transit. • Operate in a fashion that will not negatively impact Park City Transits current service. • To remove bus stops from Main Street and Heber as soon as the Transit Center opens. • To work with the City to determine what the fixed route operator's proportional share of costs for use of City operated transit infrastructure should be

November 2000	Kent Cashel learns that Lewis Bros. Stages will be operating fixed route service from Kimball Junction into the City. Kent Cashel contacts Lewis Bros. Stages to begin working on integrating the Kimball Junction service with that of Park City Transit. Kent Cashel advises Lewis Bros. Stages that Park City will require every fixed route provider operating within City limits to sign an operating agreement with the City. Summit County Commission passes an intent resolution to establish special service district to fund its transit system.
December 18, 2000	Summit County holds public hearing concerning the creation of its special service district to fund transit service.

Current Status

It is unclear when the County transit service will begin. However, the County has indicated that it may offer service as soon as the Spring of 2001.

Park City is now at a critical juncture in terms of what role it will play in the development of regional transit in the area. The decisions made and the actions taken over the next few months will affect the form that regional transit takes and the costs and benefits the form brings with it.

The purpose of this report is to describe and analyze the wide range of forms that a regional transit system could take and to provide a visual representation of how decisions and actions taken now will affect the transit system that is likely to result from those decisions and actions. The task force hopes that this report will provide the City with a framework for considering and deciding its regional transit action plan.

C. Analysis:

A regional transit system could be organized and operated in any of a number of ways. This system will involve the participation of many different players (i.e., Park City Transit, Summit County, The Canyon's, The Federal Transit Administration, The Utah Department of Transportation and at some time in the future Wasatch County).

To simplify thinking about the full range of forms that a regional transit system can take it is helpful to visualize these forms on a continuum. This continuum runs between Unilateral Efforts (No coordination amongst players) and Unified Efforts (The highest degree of coordination amongst players).

A graphic depiction of this Continuum is found below. For the purposes of this report we will focus on four points along the Continuum. It is important to understand that these four points along the Continuum are not the only forms that regional transit can take. There are hybrids that exist between the points that we have identified. These hybrids are identified by the grey areas contained in the Continuum.

Continuum of Regional Transit Forms

Unilateral Efforts | **Unified Efforts**

Separate Systems (No Integration, No Interface)	Separate Systems (Interface but No Integration)	Separate Systems (Integrated)	One Transit System

Less Benefits | **Greater Benefits**

Each of the four points we have identified on the continuum will be described and analyzed in more detail in the sections that follow.

Separate Systems (No Integration or Interface):
This form of regional transit system results from little or no cooperation between the City and County. Each transportation provider would operate its own routes, bus stops and schedules within Park City. These routes would not share common stops (no interface) and schedules would not be coordinated to facilitate convenient transfers.

An analysis of the Pros and Cons of this form is found below.

Pros

- Little negotiation or coordination effort required of providers

Cons

- Duplication of efforts
  - Redundant routes
  - Marketing
- Inconvenient to users
  - Difficult transfers
  - Multiple schedules
- Operationally disruptive
  - Rider confusion
- No economies or efficiencies of scale
- Competition for State & Federal Funding

Separate System w/ Interface:
This form of regional transit system would result from little cooperation or coordination between the City and County. Routes would share some common bus stops (interface) but coordination of schedules to facilitate convenient transfers would be minimal. Separate redundant routes would not gain efficiencies or economies of scale.

An analysis of the Pros and Cons of this form is found below.

Pros

- Little negotiation or coordination effort required of providers.
- Some linkage of routes.

Cons

- Duplication of efforts
  - Redundant routes
  - Marketing
- Inconvenient for Users
  - Difficult transfers
  - Multiple schedules
- Operationally disruptive
  - Rider confusion
  - Conflicts resulting from uncoordinated demand for transit infrastructure
- No economies or efficiencies of scale
- Competition for State & Federal funding

Separate Systems with Integration:
This form of regional transit would result from cooperation and coordination between the City and the County. Separate routes, stops and time points would be coordinated to facilitate convenient transfers and economies and efficiencies of scale. The separate transit systems would, to some extent, look and feel as one to user.

Pros

- Convenient to user
- Some economy & efficiencies of scale
- Less duplication of efforts

Cons

- Increased negotiation and coordination efforts required of Council & staff.
- Competition for State & Federal funding.

One Transit System:
This form of regional transit system would result from a high level of cooperation and coordination between the City and County. The City and County transit systems would be operated and managed as one. Routes, schedules and time points would be designed to ensure convenient transfers. Equipment and transit infrastructure would be utilized in a fashion that would ensure economies and efficiencies of scale.

This form could be accomplished through an Inter-local agreement or the creation of a single Transit District.

It is important to note that a single transit district would require the City Council to release its direct control of its transit service to a District Board of Directors. Control of transit infrastructure and the taxing mechanisms that currently fund our transit service could be retained.

An analysis of the Pros and Cons of this form is found below.

Pros

- Convenient for users
- Coordination of efforts
- Efficiencies & Economies of scale
- Reduced competition for State & Federal funding
- Little operational disruption

Cons

- Significant negotiation and coordination efforts for Council and staff
- Potential loss of direct City control of transit service
- Potentially complicated service agreements

SIGNIFICANT IMPACTS:

Budgetary Impacts
The impact regional transit efforts will have on Park City's budget will be a direct result of the form that the regional transit system takes. Budget impacts could come in the form of direct or indirect subsidies to the system.

Direct subsidies will result from service enhancements that the City may implement to contribute to the system. Indirect subsidies will result from impacts that the regional system has on Park City Transit's current system. These indirect subsidies may result from a number of increased demands on the City's current system (e.g., increased staff time to coordinate and manage the system and increased use of the City's transit infrastructure).

The City should have a greater ability to control and minimize these budget impacts by playing an active role in the development and management of the regional transit system. One method the

City could use to reduce these budget impacts is to charge other transit providers for their proportional share of operating costs of City owned transit infrastructure (i.e., transit center, bus stops, shelters).

Operational impacts

A regional transit system will result in increased demand for the City's transportation infrastructure (e.g., transit center, bus stops, shelters). The degree to which a regional transit system will impact the day to day operations of Park City Transit will be a direct function of how well schedules and routes are coordinated. The City should have a greater ability to control and minimize these operational impacts by playing an active role in the development and management of the regional transit system.

Federal Transit Administration Funding

Over the last five years Park City Transit has benefitted from approximately $300,000 per year in Section 5311 Federal Transit Administration funding (This does not include one-time funding for the Transit Center). The Section 5311 program is set up to assist rural transportation providers which are defined as areas with less than 50,000 residents. This program is administered by the Utah Department of Transportation and has approximately $650,000 in funding available annually.

Park City Transit and the Logan Transit District have been the only major players competing for these funds in the past. In the past year several rural transportation providers have begun filing applications for these Section 5311 funds (e.g., Moab, St. George, and recently Summit County).

It is important to note that all of Park City Transit's rolling stock have been purchased with 80% Federal funding, much of this came from the Section 5311 program . Competition for these limited funding sources will likely result in reduced Federal funding available for Park City Transit.

Both the Federal Transit Administration and The Utah Department of Administration have indicated their desire to see Summit County and Park City Transit work cooperatively on the development of regional transit in the area. The City should have a greater ability to control and minimize the competition for Federal funding by playing an active role in the development and management of the regional transit system.

Three Key Decisions

The decision tree contained at the end of this document graphically represents the decisions that must be made concerning regional transit and what form of regional transit will likely result from those decisions. A careful study of the decision tree indicates three key decisions that Park City must begin to carefully consider and decide. Those three decisions (shaded on the decision tree) are:

- ❑ Is Park City supportive of one transit system concept?
- ❑ Is Park City willing and able to bid on a third party contract to operate County transit service?
- ❑ Does Park City use licensing or other mechanisms to control integration of systems?

Is Park City Supportive of One Transit System Concept?
One regional transit system could be organized through the use of an interlocal agreement or through the formation of one transit district whose service area would include Park City and areas of unincorporated county. Staff must work closely with City Council to educate and determine the level of support for the one transit system concept. This level of support will provide direction to Council and staff on how to proceed working with the County.

Is Park City Willing and Able to Bid on a Third Party Contract to Operate The County's Transit System?
The County has indicated their intent to contract out operation of their transit service. Staff must be prepared to answer if the City is able to bid. That is does the City possess, or can it source, the equipment necessary to operate the service. If the equipment is available there are several policy issues that City Council must provide direction on. The most pressing of these policy issues is does the City construct its bid based upon fully allocated cost, incremental cost, or on some other basis other than cost recovery?

Does Park City Use Licensing or Other Mechanism to Control Integration of Systems?
The City has the authority to require transit providers operating within Park City limits to enter into an operating agreement with the City. These operating agreements could be constructed to control how these providers operate and through that control achieve some level of integration of these systems with that of Park City Transit. City Council will need to provide some direction to staff on their support for using this authority.

RECOMMENDATION:
The task force requests that the ESC review and comment on this report. The task force will integrate the input gained from the ESC and develop a presentation to be given to Council members in informal meetings. Input gathered from Council members at these informal meetings will provide the basis for assembling a regional transit action plan