PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 29, 2000

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, June 29, 2000.

Work Session

5:00 p.m. Council questions and comments
Trash container ordinance
Review of regular meeting
Auditor's contract

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

1. Round Valley trail access
2. Outdoor music series

III COMMUNICATIONS FROM COUNCIL AND STAFF

1. Resolution of appreciation to Terry Christiansen for years of outstanding service as Park City's Prosecutor
2. Resolution celebrating KPCW's 20th Anniversary

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF JUNE 8, 2000

V CONSENT AGENDA PUBLIC HEARING

1. Master festival license for ~~Summit Watch Retailers' Fair~~ Plaza on Lower Main Street Merchants Association - "Market on the Plaza"

2. Ordinance approving the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah

VI CONSENT AGENDA

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2. Ordinance approving the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah

3. Award of contract to Deloitte & Touche for annual auditing services

4. Resolution designating an Environmental Certifying Officer (ECO) for Park City, Utah

5. Resolution celebrating KPCW's 20th Anniversary

VII ADJOURNMENT

Posted: 06/26/00
See: parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 29, 2000

Present: **Mayor Brad Olch; Council members Peg Bodell, Candace Erickson, Roger Harlan; Fred Jones; and Shauna Kerr**

Toby Ross, City Manager; Jerry Gibbs, Public Works Director; Kent Cashel, Transportation Director; Tommy Youngblood, Enforcement Officer; Ron Ivie, Chief Building Official

1. **Council questions and comments.** The Mayor congratulated Shauna Kerr on her victory in the Democratic County Commission Primary last Tuesday. In response to a comment from Candace Erickson regarding water conservation, Jerry Gibbs reported that radio spots will begin tomorrow. The every other day watering program will be voluntary, although there is an ordinance in place that provides for ticketing for violations. Ms. Erickson noted that she attended the School Board meeting and no one from the public was in attendance for the budget hearing. Fred Jones stated that he attended the interagency task force meeting where a shared dispatch center and establishing joint planning efforts on the eastern corridor were discussed. With the development around the Jordanelle Reservoir, it is important to arrive at an acceptable plan at the Highway 40 corridor with the County. A regional transportation system was also discussed; the first phase is designed to link The Canyons and Kimball Junction. Following the interagency meeting, Mr. Jones reported that he and Commissioner Cone met with The Canyons to discuss transit service. It is the County' intention to have a system running by this winter and is in the process of forming a special commercial district to fund this portion of the bus system.

Ms. Kerr commented that she attended the Summit County Commission meeting where an amendment to the BFI contract was discussed regarding billable charges for cleaning up around dumpsters. At the meeting, BFI alleged that Old Town was lacking at the most ten containers. She emphasized at the Commission meeting that Old Town needs about 270 cans and relayed the problems in the Aerie. Ms. Kerr believes that the Council needs to personally talk with the Summit County Commissioners and was disappointed to learn that the cans are not *back-ordered* but have never been ordered. There was discussion about scheduling a session with the County Commission and providing an opportunity for citizens to approach the Commission about individual concerns. Mr. Gibbs clarified that Old Town is short about 170 containers and that he has asked the County to order a total 300 containers to cover future demands. The Mayor invited Council and staff to a party on Sunday at his house for our Courchevel student exchange group.

Roger Harlan recognized Ms. Kerr's success at the Primary Election and the progress on the round-about project. He complimented staff on the water conservation brochure and requested time next week to discuss the four hour parking restrictions in Swede Alley. The Parks and Recreation Board has completed its priority report with regard to the City Park Master Plan which is available for the public to review. Kent Cashel stated that the limited parking restrictions have not been implemented yet; parking recommendations from the parking task force were approved by the prior Council. He introduced Peter Tomai, Eric Anderson, and John Sutton from the committee and Monty Coates from the Main Street Business Alliance in the audience. These members of the committee feel that an employee parking pass is appropriate for the Gateway Center. Peg Bodell pointed out that two weeks is not a lot of time for employees to budget for this expense and asked if the plan could be implemented in August. Mr. Cashel felt that this may be too late to capture peak summer revenues. There was discussion about the letters regarding the Gateway Building parking distributed to the Council and that the concerns are more employee than patron based. Ms. Kerr believed that if employees can be assisted with a parking pass that the parking program may not have to be discussed again by Council. Mr. Cashel noted that he spoke with Mr. Raymond from the Gateway Center about the proposal today. Fred Jones emphasized that there are free parking lots, and a Gateway employee has that option.

Peter Tomai, paid parking committee member and former tenant of the Gateway Center, emphasized that there has been substantial public process on the paid parking system, including the time limits. The committee members are committed and representative of different interests. Members worked hard on solutions, recognizing there are no perfect answers, that address the majority of concerns for the majority of people, with the least amount of impact. The committee also kept in mind the focus of the program which is to make parking available for guests and displace employees from the most valuable parking. An office workers is an employee just like a restaurant worker and there can't be a double standard. Mr. Tomai felt that with the unavailability of the north Marsac lot that it makes sense to accommodate employees with passes at the Gateway Center. There have been many public meetings and even an open house, and at this juncture, it is important to implement the program so that data can be collected and assessed.

Fred Jones stated that he feels the program should be implemented as there has been plenty of opportunity to comment on this decision. The Mayor concluded that Council will accept the committee's recommendation and move forward. Peg Bodell reported that she and Ms. Erickson met with members of the Planning Commission and Parks and Recreation Board at the barn. The focus of the meeting was to provide the public access to the site and involve the public in the planning of the facility. The Olympic Celebration Committee has met with all of the venue representatives. She thanked staff for delivering the senior van and for help in installing the mountain stages. The City Council scheduled the City Attorney's evaluation on Wednesday, July 26 at 3 p.m.

2. **Trash container ordinance.** Jerry Gibbs stated that Council directed staff to draft an ordinance. The Building Department has raised six additional issues with regard to enforcement including the hour containers are allowed out on the street and the section requiring yard setbacks, which is a problem in Old Town. He pointed out that there are a number of second homes managed by property management companies or out-of-town owners and it becomes difficult to cite them.

Also there is no mechanism for collecting fines other than confiscating the garbage can. The real issues are enforcement and obtaining compliance through citations, and the difficulty in determining what property management company is responsible. Jerry Gibbs believed enforcement costs could range from $1,500 to $4,000 a month. Ms. Kerr stated that until Old Town receives smaller replacement containers, the ordinance should not be considered. This ordinance could create an enforcement nightmare and expectations that are unrealistic. The Mayor agreed with Ms. Kerr's comments and felt that the first step should be meeting with the County Commission. Once the new cans are delivered, then problems can be assessed as the blue cans don't belong in Old Town. Fred Jones pointed out that weekend occupants need to be given some thought and Mr. Gibbs recalled the problems in The Oaks when pick-up day was changed during the week which created a problem. Mr. Jones believed that before an ordinance is enacted everything has to be done to solve outstanding issues. Tommy Youngblood suggested getting public information out on the radio and if an ordinance is still necessary, people will be somewhat educated about regulations.

Rosemary Sweeney, Old Town resident, believed that this is big business taking advantage of a situation. There should be a recall on the blue containers, done at BFI's expense. With regard to out-of-town owners, she felt responsibilities for tenants can be outlined in a lease. Ms. Kerr encouraged Ms. Sweeney to address the County Commissioners as it is important that they hear from the public not just Council members.

Ron Ivie felt that some of these issues can be addressed contractually. He pointed out that the ordinance prohibits all yards not just front yards and Council may consider screening or another approved location to store containers. Also the containers need to be *approved* to regulate them, and Mr. Ivie suggested that if there are approved containers in approved locations, there may be some ability to control situations like The Claimjumper where there currently are no regulations. He also emphasized that enforcement comes at a cost and there may be public relations problems.

Peg Bodell felt that the City has been ignored for six months and residents should not be punished for BFI not living up to its contract. There are plenty of things the City can do from a public relations standpoint, rather than enacting an unenforceable ordinance. She favored the suggestion of starting out with the brown cans rather than the large blue ones. There should be a strong letter sent to the County Commission from the Mayor and a meeting scheduled with the Commission. Ms. Kerr requested an official vote on the record that Summit County hold any or all further payments to BFI until there are solutions. Peg Bodell felt that any action should be at the discretion of the Summit County Commission and the Council should not dictate to them. However, the City Council could relay what it has cost the City so far with the transition of service providers. Ms. Kerr felt that if the Commissioners are confronted with a question that needs to be answered, there will be results. Mr. Harlan stated that he would prefer to put his energy into correcting the large blue container problem and not consider the ordinance at this time. Mr. Ross asked if holding payments should be an option outlined in the letter. Fred Jones recommended framing it as a suggestion and not a demand.

3. **Review of regular meeting.** See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 29, 2000

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, June 29, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Tom Bakaly, Director of Capital Projects and Budget; Eric DeHaan, City Engineer; Melissa Caffey, Special Events Manager; Derek Satchell, Planner; and Pat Putt, Planning and Zoning Administrator.

II PUBLIC INPUT

Round Valley trail access - Tom Clyde stated that there are two distinct issues with regard to the lack of access to the Round Valley trails. He illustrated the property line point where the City's, PRI's and Valeronde's properties meet and pointed out that the City's property is not technically contiguous as there is a trail at the point. However, there was always an assumption when the trail was constructed that PRI and/or Valeronde would not object to non-motorized trespass. This is not the case as a fence was installed on PRI's and Valeronde's property lines; and Mr. Clyde described the *spite* fence which is hostile and has nothing to do with raising sheep. There are prescriptive roads from Park Meadows to Silver Summit in Round Valley that have been used for a very long time and state law may determine that these are public. For the last several years there has been an enormous expenditure of public funds by many entities on trails that connect to Round Valley and Mr. Clyde discussed the meeting with property owners which occurred last night at the Library and Education Center. At the meeting, the request was made for an access point to the trail but there was no response from PRI or Valerdone. He requested that the City Council proceed with a condemnation action against the property owners and the cost of the property would probably be less than $50 as the area involved is minimal. The City should be able to sue and obtain an order of immediate occupancy to eliminate this issue. He understood that the City is working on a revocable temporary easement with the principals of Valeronde, which he feels is a waste of time as Valeronde will again hold the trail hostage as leverage in the planning approval process. He again urged Council to condemn the property to protect the public's investment in this property.

Mark Harrington explained that staff has been meeting with representatives of Valeronde who requested the proposed easement. The City prepared the document and will not hear back until next week. As this is a County project, staff has been cautious of the City's involvement on this issue. A condemnation could be a joint cooperative effort with the County; Ms. Kerr stressed that since this relates to litigation that Council discuss this in closed session. Mark Harrington clarified that legal exposure is minimal and condemnation of private property for public use is more of a policy decision by the City Council. It was clarified to Ms. Bodell that the City can condemn property outside the City limits and Ms. Erickson stated that she would like to settle this as soon as possible. See Memorandum of Closed Session.

Bonnie Park, Director of Snyderville Basin Recreation District, explained that this trail in the District's trails master plan and trails have the most support by the public than any other recreational amenity. She understands that Round Valley is a *density sending* area in the County's General Plan and the Valeronde project would require an amendment to the Plan to make it a *density receiving* area. There may be ways to work with the County on a TDR basis or using the City's open space bond revenues to preserve open space in general. As a resident, she congratulated the Council on the round-about and as a trail user, appreciates the involvement by public officials to make trails available to the public.

Peter Tomai, Parks and Recreation Board member and Chairman of the trails sub-committee, stated that he supports Mr. Clyde's comments. The recreation survey clearly identifies trails as a priority of citizens. There has been a cooperative effort among different agencies to establish connections to Round Valley trails which has tremendous public value.

2. Outdoor music - Dominic Lewinsohn reported that the first outdoor music performance on lower Main Street was held on Tuesday and it was very successful. He thanked Council for making these events possible.

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

1. Resolution of appreciation to Terry Christiansen for years of outstanding service as Park City's Prosecutor - The Mayor recognized Judge Hilder's presence and read the resolution. Terry Christiansen stated that it has been an honor to serve as Park City's prosecutor since 1978. A prosecutor needs to be independent and he has never felt any pressure from elected officials or staff. He recognized the support and great working relationship with the Police Department and Ron Ivie which has made his job easier. Chief Lloyd Evans relayed that it has been a pleasure working with Mr. Christiansen over the years and presented him with a plaque with the corresponding police badges and patches during his tenure. The Mayor congratulated Mr. Christiansen on his judgeship.

2. Resolution celebrating KPCW's 20th Anniversary - The Mayor also read this resolution publically.

3. Eric's backhoe report - Eric DeHaan reported the slurry seal project on upper Park Avenue and the construction of the truck escape lane on the bottom of the Mine Road. He also

discussed the seal coat on the SR248 project and Roger Harlan stated he appreciated the progress of the project.

4. Mountainlands Community Housing loan - Tom Bakaly explained that in April, Council approved a loan extension for Mountainlands Community Housing. The extension expires tomorrow and the closing will probably require an additional few weeks. Staff is recommending extending the loan which has not been formally scheduled; it could be scheduled later if transactions are still delayed. Phyllis Robinson explained that Mountainlands has restructured its financing eliminating Fannie Mae. Bank America has indicated that it will take two to three weeks to redo the documents.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF JUNE 8, 2000

Council member Erickson made a correction to the work session notes. With the correction, the Mayor requested a motion to approve. Peg Bodell, "I so move". Candace Erickson seconded. Shauna Kerr disclosed that she will be abstaining as she was not in attendance.

Peg Bodell	Aye
Roger Harlan	Aye
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Abstention

V CONSENT AGENDA PUBLIC HEARING

1. Master festival license for ~~Summit Watch Retailers' Fair~~ - Plaza on Lower Main Street Merchants Association "Market on the Plaza" - Melissa Caffey stated that for the record, the title should refer to the Plaza on Lower Main Street and the Plaza on Lower Main Street Merchants Association. The Association has requested a master festival license from 1 p.m. to 6 p.m. on four Saturdays. There will be outdoor sales for local businesses and outside vendors. This has the support of merchants in the area and will tie well into the outdoor music performances; the fair will not conflict with businesses. Ms. Caffey described the differences of holding an event like this on private property as opposed to upper Main Street's public street, which can be accommodated with an outdoor sidewalk sales license. Staff recommends approval. Ms. Erickson applauded the efforts of the Association and wished them success. With no further comments or questions from the Council or the public, the public hearing was closed.

2. Ordinance approving the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah - Derek Satchell explained that on April 12, the Planning Commission approved the plat and forwarded a positive

recommendation with a condition of approval which stated that no accessory apartment will be permitted as a part of this application. The applicant had expressed an interest in discussing this condition with the Council but has elected not to attend this meeting. The reason for the condition related to parking and traffic impacts of an accessory apartment. Pat Putt explained that this is a standard condition applied to most plat amendment requests on narrow steep Old Town streets, not a specific condition relating to this project. It is unclear what the applicant, Mr. Watts, will build at this point. Ms. Erickson added the importance of providing employee housing and Mr. Putt explained that an accessory apartment would be allowed in a single family structure, but not permitted under the Code for a multi-family structure, which would require an underground parking structure. Ms. Bodell felt the conditions are appropriate. With no further comments or questions from the Council or the public, the public hearing was closed.

VI CONSENT AGENDA

The Mayor requested a motion to approve. Shauna Kerr, "I so move". Fred Jones seconded. Motion unanimously carried.

1. Master festival license for ~~Summit Watch Retailers' Fair~~ - Main Street Merchants Association "Market on the Plaza" - See staff report and public hearing.

2. Ordinance approving the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah - See staff report and public hearing.

3. Award of contract to Deloitte & Touche for annual auditing services - See staff report.

4. Resolution designating an Environmental Certifying Officer (ECO) for Park City, Utah - See staff report and Communications from Council and Staff.

5. Resolution celebrating KPCW's 20th Anniversary - Staff recommends approval.

VII ADJOURNMENT

With no further regular business, the City Council convened in closed session.

* * * * * * * *

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 6:30 p.m. Members in attendance were Mayor Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; and Mark Harrington, City Attorney. Roger Harlan, "I move to close the meeting to discuss litigation". Fred Jones seconded. Motion carried unanimously.

The meeting adjourned at approximately 6:45 p.m.

* * * * * * * *

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

PARK CITY
1884

DATE: June 29, 2000
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: Storage of Trash Receptacles
TYPE OF ITEM: Discussion

SUMMARY RECOMMENDATIONS: **Discuss an ordinance to require all trash containers to be removed from the city's rights-of-way by 10:00 P.M. the day of service.**

DESCRIPTION:

A. Topic: Removal of trash containers from the street.

B. Background:

Summit County provides trash service to all county residences. Every residential address is provided a trash can and a date the can will be dumped. No one is required to sign-up for service. BFI was given an exclusive right to provide residential service in their contract with Summit County dated November 99. The staff has asked the Summit County Board of County Commissioners for time on their meeting of July 10 to discuss the general issues surrounding the refuse collection service.

The Issue: Trash cans are becoming part of the streetscape.

Many residents have chosen to leave their trash container at the street and not remove the container to their property. Residents and visitors have commented this behavior makes neighborhoods unsightly and unattractive.

Summit County is experiencing similar issues. The Commission is considering an ordinance requiring containers to be removed on the same day of pick-up. A county ordinance would not apply to Park City.

An additional complication is the number of second homes and weekend use. Trash is placed in containers and left on the street until the next weekend user.

Salt Lake City requires "All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street the same day they are emptied. No such receptacle shall be permitted to remain on any street longer than may be necessary for the removal of the contents thereof."

C. Analysis: The city council heard from Norfolk residents at their June 15th meeting requesting immediate action. Their concerns were:

- ❑ Trash cans should be removed from the street after service. Cans are a traffic hazard, impede snow removal, unsightly, and easily knocked over.
- ❑ BFI should pick-up all of the 95 gallon containers and replace with one 33 gallon container,
- ❑ Residents should be fined or their cans confiscated if left on the street,
- ❑ Old Town is not "the Jewel of Park City" as long as the blue containers are on the street,
- ❑ Neighborhoods would be willing to help enforce.

The legal department has drafted the attached ordinance.

An ordinance of this type will require a high level of enforcement initially. BFI picks up trash in Park City on Wednesday (Prospector, Park Meadows, Thaynes area) and Thursday (Old Town, Deer Valley). Enforcement would be required on the following days. The city's code enforcement officer currently works 3/4 time. His time is fully allocated to signs, trash and code enforcement.

Enforcement will require one or two warnings to be issued prior to a ticket. Additional time may be required to prepare for court proceedings when tickets are issued. Additional manpower resources will be required. The estimated additional cost could vary between $1,500 and $4,000 per month.

An additional complication to enforcement will be absentee owner, property managers, and tenant responsibility.

D. Department Review: Legal, Community Development, Public Works, and the City Administration have reviewed the issues.

ALTERNATIVES:

A. Adopt an Ordinance: Staff is requesting direction on the adoption of an ordinance to remove trash containers from the street.

B. Do Nothing: This option would rely on residents taking the initiative to police them- selves.

SIGNIFICANT IMPACTS: Citizens will expect results immediately. Complications with tenant/owner/property managers relationship may create difficult enforcement issues. Enforcement does not remove the can.

RECOMMENDATION: Review and discuss alternatives and implementation issues. Give staff direction to finalize an ordinance and identify the needed resources.

Ordinance 00-_____

AN ORDINANCE ADOPTING REGULATIONS FOR STORAGE OF TRASH RECEPTACLES IN THE MUNICIPAL CODE OF PARK CITY, TITLE 6, HEALTH, NUISANCE ABATEMENT, AND NOISE

WHEREAS, in January 2000 the waste collection process in Park City changed from manual pick-up to automated curbside pick-up, requiring the use of sixty and ninety gallon receptacles; and

WHEREAS, during the first six months of the process the City received numerous visitor and citizen complaints regarding receptacles being left out for extended periods, which has caused blocked sidewalks, restricted parking, and increased litter from spilled receptacles; and

WHEREAS, the beauty and appearance of the City is of great importance; and

WHEREAS, trash receptacles left out for extended periods of time constitute a visual blight, particularly in the Historic District;

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

SECTION I. The recitals above are incorporated herein as findings of the City Council, Park City's legislative body.

SECTION II. The Municipal Code of the City of Park City, Utah, is hereby amended by adding a new Section 11, Chapter 1, Title 6, which said Section shall read as follows:

6-1-11. COLLECTION TIME - PLACEMENT OF PRIVATE TRASH RECEPTACLES.

A. Private trash receptacles to be collected and emptied curbside by the County, or a licensed collector, shall be set out for collection at the places and at such times as may be designated by the County, or licensed contractor. Such receptacles must not be set out upon or adjacent to the street for collection prior to 10:00 p.m. of the day before collection.

B. All empty trash receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street and yard setbacks by 10:00 p.m. the same day they are emptied.

C. Each day that a violation of this section occurs shall constitute a separate offense.

D. This section does not apply to municipal receptacles or dumpsters approved pursuant to Section 6-1-9.

E. For any violation of this section, it shall be presumed that the property owner committed the violation, or permitted others to violate this section, and the property owner shall be responsible for the violation and for the fine or civil penalty imposed.

F. Violations of this section are infractions, punishable by a fine, fee or civil penalty, but not imprisonment.

SECTION III. **EFFECTIVE DATE.** This ordinance shall become effective upon publication.

PASSED AND ADOPTED this _______ day of _______, 2000.

Park City Municipal Corporation

____
Bradley A. Olch, Mayor

Attestation by:

____
Janet M. Scott, City Recorder

Approved as the Form:

____
Mark D. Harrington, City Attorney

H:\legal\MH\JohnHarwood\GARBORD.WPD

PARK CITY 1884

CITY COUNCIL STAFF REPORT

DATE: June 29, 2000
DEPARTMENT: Facilities and Special Events
AUTHOR: Melissa Caffey/Megan Ryan
TITLE: Facilities and Special Events Manager
TYPE OF ITEM: Master Festival License approval for Summit Watch Retailer's Fair - "Market on the Plaza".

SUMMARY RECOMMENDATIONS: **Discuss proposal to conduct Saturday market at Summit Watch Plaza from July to September, conduct a public hearing, consider public input and approve proposed schedule for Saturday markets at Summit Watch as conditioned by staff.**

DESCRIPTION:

A. Topic: Saturday market at Summit Watch plaza.

B. Background:
The Summit Watch Homeowners Association is proposing to sponsor four Saturday markets at the Summit Watch plaza from July to September (July 22, August 12, and 19 and September 2).

C. Analysis:
The Homeowners Association is proposing to conduct a retailers fair along the Summit Watch plaza on a series of Saturday afternoons. The retailers from the Association, as well as outside vendors, would place tables along the plaza from 1 to 6 pm. No more than 21 tables are anticipated. Pedestrian walkways and emergency exits will not be impeded. Minor entertainment activities, such as magicians and clowns, would also be scheduled during this time. The series would start on July 22 and conclude on September 2. No market would be permitted on the weekend of the Arts Festival (Aug 5) or the International Jazz Festival (Aug 26) .

The market may also **coincide** with programmed events on the Mountain Stage at the Lower end of the Plaza. No additional amplified music events are added at Summit Watch as a result of this proposed event. Free parking is available at the underground parking area below Summit Watch and paid parking is available along lower Main Street. Temporary special events signs are permitted within the private plaza area so long as they are not visible to any public streets. Marketing will be conducted through local print and radio media.

The Staff is comfortable with allowing the Saturday markets series at Summit Watch for the summer of 2000 under the proposed conditions. The City also reserves the right to cancel any additional events at the venue if any significant problems occur.

D. <u>Department Review</u>:
The Public Works, Public Safety, Transportation, Building, Planning, Engineering, and Special Events Departments have all contributed to the review of the proposed market series. The City Attorney's office has reviewed the conditions of approval and the City Manager's Office has approved the staff's recommendation.

ALTERNATIVES:

A. <u>Approve the Request</u>: Approve the proposed Master Festival License application for the summer Saturday market series at Summit Watch as conditioned.

B. <u>Deny the Request</u>: Deny the Master Festival License request for the summer Saturday market series at Summit Watch

C. <u>Continue the Item</u>: Continue the item to another City Council meeting for further input and discussion.

SIGNIFICANT IMPACTS:

If approved, the significant negative impacts of the series at Summit Watch could include issues of noise, potential additional burden on the Public Safety Department, and additional traffic impacts. The positive impacts would include a potential increase in tourist business and increased opportunities for residents to enjoy local amenities. Other benefits potentially include increased sales tax revenues and increased revenues to retailers during the summer season. If successful, other retail associations around town may request similar events.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The market series would not happen. Advertising materials have already been designed and possibly produced. These materials would be inaccurate if Council were to deny the Master Festival License for the events. Applicant has been advised of this risk by City Staff.

RECOMMENDATION:

Staff recommends that City Council hold a public hearing and approve the Master Festival License applications for the proposed summer Saturday market series at Summit Watch with the following Findings of Fact, Conclusions of Law and Conditions of Approval:

<u>Findings of Facts:</u>
1) The Summit Watch Homeowners Association, located in the Historic Commercial Business zoning district, proposes to have an outdoor retail market that will run on four Saturdays from July 22 to September 2, 2000 on private property near commercial and resort residential uses. The dates

are July 22, August 12, and 19 and September 2. The market will not run on August 5 or August 26 due to prior large scale events that are scheduled on those days.
2) The events will be run on Saturdays only from 1 to 6 pm.
3) No additional crowd or traffic control services from the City are anticipated in order for the event to run smoothly.
4) No permanent signs visible to public streets are proposed for the event.
5). The conduct of the events will not substantially interrupt the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue. The location of the temporary tables for merchandise will not impede pedestrian walkways or emergency exits.
6). The conduct of the events 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.
7). 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.
8). The events 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.

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 events will run from July 22 to September 2, 2000 on privately owned property at Summit Watch Plaza. The market will not run on August 5 or August 26 due to prior large scale events that are scheduled on those days.

2). The events will be run on Saturdays only from 1 to 6 pm.

3). All retailers shall have a valid City business license.

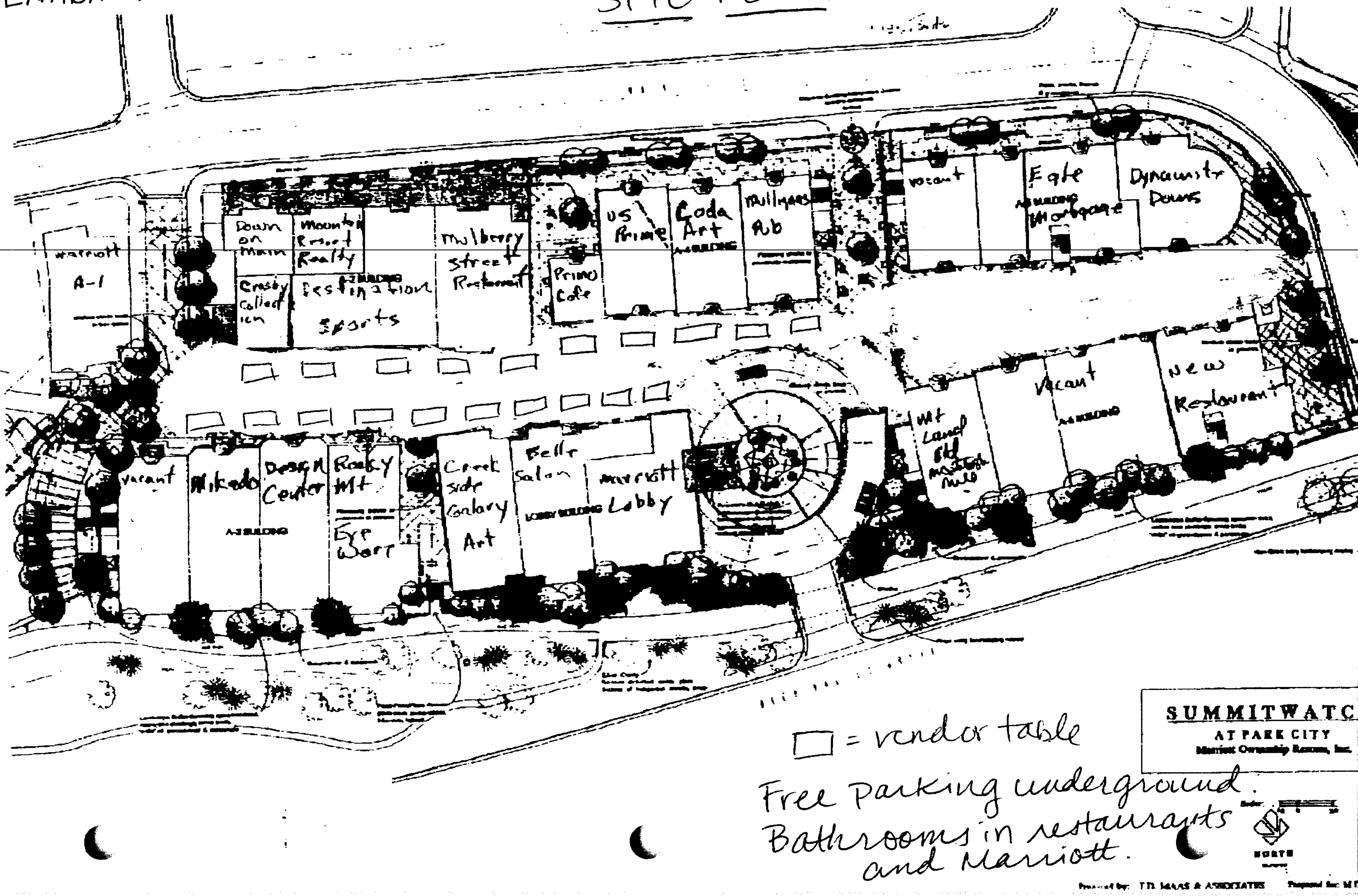
4). City retains the right to revoke this Master Festival License or modify these conditions of approval with no penalties, financial or otherwise, if, at its sole discretion, the City determines that a significant negative situation or incident occurs at any event or negatively impacts the Park City community. The City Council may revoke this Master Festival Licenses held by the applicant, therefore canceling any remaining events with NO PENALTY TO PARK CITY MUNICIPAL CORPORATION WHATSOEVER.

5) It is unlawful for the licensee or any person or business to allow the sale, storage, supply, or consumption of alcoholic beverages on the plaza, unless licensed pursuant to Chapters 4-6 of Title 4, as applicable.

6/22 TO: Melissa Caffey, PCMC from: C + S

Plaza on Lower Main
Outdoor Markets
SITE PLAN

EXHIBIT A



▭ = vendor table

Free parking underground.
Bathrooms in restaurants and Marriott.

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE:	**June 29, 2000**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Derek Satchell**
TITLE:	**Walk to Slopes Plat - Phase 2 (1243 Empire Avenue) Plat Amendment**
TYPE OF ITEM:	**Legislative**

<u>**SUMMARY RECOMMENDATIONS:**</u> Staff recommends that the City Council conduct a public hearing and approve the proposed plat amendment to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot as conditioned.

A. TOPIC

Project Name:	Walk to Slopes Plat - Phase 2
Applicant:	Mike Watts
Location:	1243 Empire Avenue
Zoning:	Recreation Commercial Zone (RC)
Adjacent Land Uses:	Residential
Project Planner:	Derek Satchell

B. BACKGROUND

The owner, Mike Watts, submitted an application to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey. The purpose of the plat amendment is to accommodate the construction of a single- or multi-family dwelling. Plans have been submitted for this lot; the final design is pending the outcome of this plat amendment. The Planning Commission approved the plat amendment and forwarded a positive recommendation to the City Council on April 12, 2000. **Since then, the applicant has voiced his opposition to Staff regarding a specific Condition of Approval placed on the plat. Staff requests discussion on this topic, as well as action to approve the plat.**

C. ANALYSIS

The applicant is proposing to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey. The applicant is proposing to create a single lot in order to construct either a single- or multi-family dwelling on the lot.

	Proposed
Current Use	Vacant
Lot Size	**7,275 square feet (total of all Lots)**
Setbacks	
Front (Empire Ave.)	**20 foot minimum**
Front (Lowell Ave.)	**20 foot minimum**
Side	**10 feet minimum***
Height	**27'****
Parking	**2 on-site spaces for single-family dwelling; 4 on-site spaces for a duplex**
Design	**Compliance with Hist. Dist. Guidelines**

Notes:

* There are specific requirements on the Plat regarding "No Build" setback area (See Note #2 on Plat).

** The current draft of Chapter of the LMC pertaining to the RC zone has a maximum building height of twenty-seven feet (27') for all single-family and duplex dwellings. The maximum building height for Triplexes in this zone is thirty-three feet (33').

The remnant lot created by the proposed plat amendment will be the northern three feet (3') of Lot 37, which is occupied by a portion of the Sweetwater Condominium complex structure located at 1255 Empire Avenue. Numerous existing encroachments of the Sweetwater complex onto the proposed lot exist and must be removed. The proposed plat amendment complies with the RC zone regulations. This proposal will reduce density in the area from a maximum building footprint of 844 square feet for each lot (approx. 3,376 sq. ft.), to a combined maximum building footprint of 2,400 square feet. The proposed 50 foot wide lot is consistent with other lot sizes in the immediate area.

After Planning Commission's action regarding this plat on April 12, 2000, the applicant has since voiced his opposition to Condition of Approval #3 which states, "a note shall be added to the plat stating that no accessory apartment be permitted as part of any new construction." Although the applicant has no current plans to construct such a dwelling on the newly created lot, he objects to the proposed limitation upon his prospective developmental design options.

The character of Old Town consists of a densely populated area having heavy traffic, narrow building lots, steep sub-standard streets and the lack of off-street parking. Due to the impacts that an accessory apartment in this project would have on the overall parking and traffic situation on Empire avenue, staff has placed the afore mentioned condition on the plat.

After reviewing the request, the Community Development Department finds that the creation of the new lot is in compliance with the Land Management Code, and supports the plat amendment.

The Plat Amendment is being processed through the Planning Commission and City Council procedure due to the fact that State Law prohibits use of the administrative approval when the action results in the creation of a remnant lot. The Community Development Director does not have the authority to approve a lot line adjustment that creates a remnant lot, and because more than two lots are being combined.

D. NOTICE

Notice of this hearing was sent to property owners within 300' on March 29, 2000 as part of the Plat Amendment procedure. 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's Office will review the plat prior to recordation. The request was discussed at a Staff Review Meeting on March 7, 2000, where representatives from local utility companies and City Staff were in attendance and found it to be in conformance with all requisite City development codes of which we are currently aware. The Chief Building Official did request that special circumstances and conditions be placed on the plat to resolve the existing encroachment issues relating the adjacent Sweetwater Condominium complex structure.

ALTERNATIVES:

A. Approval of the proposed plat amendment to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey as conditioned. The approval of the plat would accommodate the future construction of either a single- or multi-family residence.

B. Deny the plat amendment and retain the original Record of Survey which would limit the applicant to construction on a portion of Lot 8 and a portion of Lot 37 in Block 26.

C. Continue the item and request further evaluation from the Staff.

SIGNIFICANT IMPACTS:

The proposed amendment will result in one (1) lot which will meet the lot requirement for the RC zone. The plat amendment will reduce density in the area from a maximum building footprint of 844 square feet for each lot (approx. 3,376 sq. ft.), to a combined maximum building footprint of 2,400 square feet.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
If the plat amendment is not approved as proposed, the applicant would have to re-apply for any further proposals to increase the size of Lot 8 and Lot 37 in Block 26.

RECOMMENDATION:
Staff recommends that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council for the plat amendment to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot based on the following:

Findings of Fact:
1. The property is located in the Recreational Commercial (RC) zone.
2. The amendment will combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot.
3. The lots are currently vacant, with the exception of several physical encroachments onto Lots and 37 by the existing Sweetwater Condominium complex.
4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot have been addressed and shall be resolved prior to the recordation of this plat.
5. The plat amendment will reduce density in the area from a maximum building footprint of 844 square feet for each lot (approx. 3,376 sq. ft.), to a combined maximum building footprint of 2,400 square feet.
6. Fire hydrants are necessary for proper fire protection, and the hydrants must be properly located.

Conclusions of Law:
1. There is good cause for the amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval:
1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. No remnant lot created is separately developable.
3. A note shall be added to the plat stating that no accessory apartment shall be permitted as part of any new construction.
4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot shall be legally resolved and/or physically removed prior to the recordation of this plat.
5. A ten foot (10') no-build setback easement shall be dedicated on the plat within the first ten feet off of the northern property line between the Sweetwater Condominium complex

structure and any future construction on the newly created lot.

6. A ten foot (10') non-exclusive utility and snow storage easement shall be dedicated to the City in the first ten feet off of Empire and Lowell Avenues.
7. The City Engineer shall review and approve the slope, configuration and drainage pattern of the proposed driveway fronting Empire and Lowell Avenues.
8. This approval shall expire one year from the date of the City Council approval, unless this plat amendment is recorded prior to that date.
9. The applicant shall install a new fire hydrant on Empire Avenue if the existing hydrant is within 5' of any proposed driveway. This work must be accomplished in accordance with current City standards.
10. All standard conditions of approval shall apply.
11. This approval shall expire one year from the date of the City Council approval, unless this plat amendment is recorded prior to that date.

EXHIBITS:

Exhibit A - Location Map
Exhibit B - Existing Plat
Exhibit C - Proposed Plat Amendment
Exhibit D - Standard Conditions of Approval

Ordinance No. 00-

AN ORDINANCE APPROVING THE WALK TO SLOPES PLAT AMENDMENT PHASE 2 TO COMBINE ALL OF LOTS 7, 8, 38 AND A PORTION OF LOT 37 IN BLOCK 26 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, INTO A SINGLE PLATTED LOT, LOCATED AT 1243 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of all of Lots 7, 8, 38 and a portion of Lot 37, in Block 26 of the Snyder's Addition to Park City Survey, have 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 March 29, 2000, to receive input on the proposed plat;

WHEREAS, the Planning Commission, on April 12, 2000, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 29, 2000, 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 record of survey and plat amendment.

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The property is located in the Recreational Commercial (RC) zone.
2. The amendment will combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot.
3. The lots are currently vacant, with the exception of several physical encroachments onto Lots

7 and 37 by the existing Sweetwater Condominium complex.

4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot have been adequately addressed and shall be resolved prior to the recordation of this plat.
5. The plat amendment will reduce density in the area from a maximum building footprint of 844 square feet for each lot (approx. 3,376 sq. ft.), to a combined maximum building footprint of 2,400 square feet.
6. Fire hydrants are necessary for proper fire protection, and the hydrants must be properly located.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The plat amendment to combine all of Lots 7, 8, 38 and a portion of 37, in Block 26 of the Snyder's Addition to Park City Survey, known as Walk to Slopes Plat Amendment Phase 2, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. No remnant lot created is separately developable.
3. A note shall be added to the plat stating that no accessory apartment shall be permitted as part of any new construction.
4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot shall be legally resolved and/or physically removed prior to the recordation of this plat.
5. A ten foot (10') no-build setback easement shall be dedicated on the plat within the first ten feet off of the northern property line between the Sweetwater Condominium complex structure and any future construction on the newly created lot.
6. A ten foot (10') non-exclusive utility and snow storage easement shall be dedicated to the City in the first ten feet off of Empire and Lowell Avenues.
7. The City Engineer shall review and approve the slope, configuration and drainage pattern of the proposed driveway fronting Empire and Lowell Avenues.
8. This approval shall expire one year from the date of the City Council approval, unless this plat amendment is recorded prior to that date.
9. The applicant shall install a new fire hydrant on Empire Avenue if the existing hydrant is within 5' of any proposed driveway. This work must be accomplished in accordance with current City standards.
10. All Standard Project Conditions shall apply (Please see Exhibit B - Standard Project Conditions).

11. This approval shall expire one year from the date of City Council approval, unless this Plat Amendment is recorded prior to that date.

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

PASSED AND ADOPTED this 29th day of June, 2000.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

1243 Empire Ave.

PARK CITY
1884

Exhibit A
Vicinity Map

N

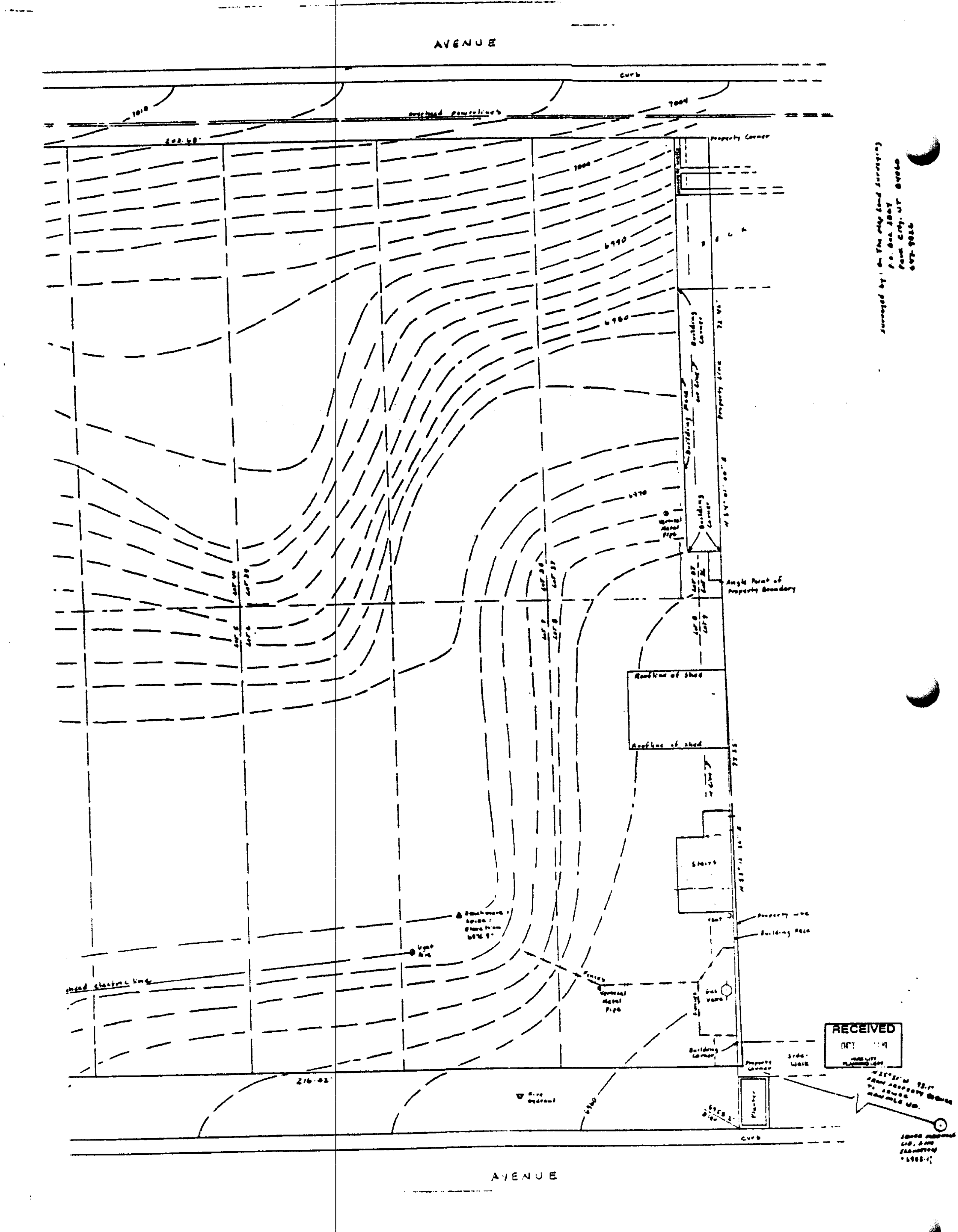


EXHIBIT B
EXISTING PLAT

24

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 183931, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of the WALK TO SLOPES PLAT and that the same has been or will be monumented on the ground as shown on this plat.

______________________ John Demkowicz

__________ Date

BOUNDARY DESCRIPTION

Beginning at the northeasterly corner of Lot 8, Block 28, Snyder's Addition to the Park City Survey, according to the Official Plat thereof on file and of record in the office of the recorder, Summit County, Utah, said point also being on the southerly right-of-way line of Empire Avenue; and running thence South 54°01'00" West 150.00 feet to the northwesterly corner of Lot 39 and to a point on the northerly right-of-way line of Lowell Avenue; thence along the right-of-way line North 35°59'00" West 47.00 feet; thence North 54°01'00" East 75.00 feet; thence North 35°59'00" West 3.00 feet to the northeasterly corner of Lot 8; thence North 54°01'00" East 75.00 feet to the northeasterly corner of Lot 8 and to the southerly right-of-way line of Empire Avenue; thence along the right-of-way line South 35°59'00" East 50.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by virtue of a corporate resolution, WALK TO SLOPES, L.L.C., a Utah Limited Liability company, owner of the herein described tract of land, to be known hereafter as the WALK TO SLOPES PLAT, having caused this Lot Line Amendment Plat to be prepared, does hereby consent to the recordation of this Lot Line Amendment Plat in accordance with Utah law.

ALSO, the owner, or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ______ day of

______________ 2000

By ______________________
Michael B. Watts
WALK TO SLOPES, L.L.C.

ACKNOWLEDGMENT

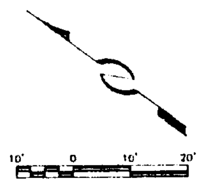
State of Utah;
County of Summit

On the ______ day of ______________________ 2000, Michael B. Watts personally appeared before me, the undersigned Notary Public, in and for said state and county. Having being duly sworn, Michael B. Watts acknowledged to me that he is the managing member of WALK TO SLOPES, L.L.C., a Utah Limited Liability Company, organized and existing under the laws of the state of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
Notary Public

My commission expires: ______________________

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 35°59'00" W	3.00'



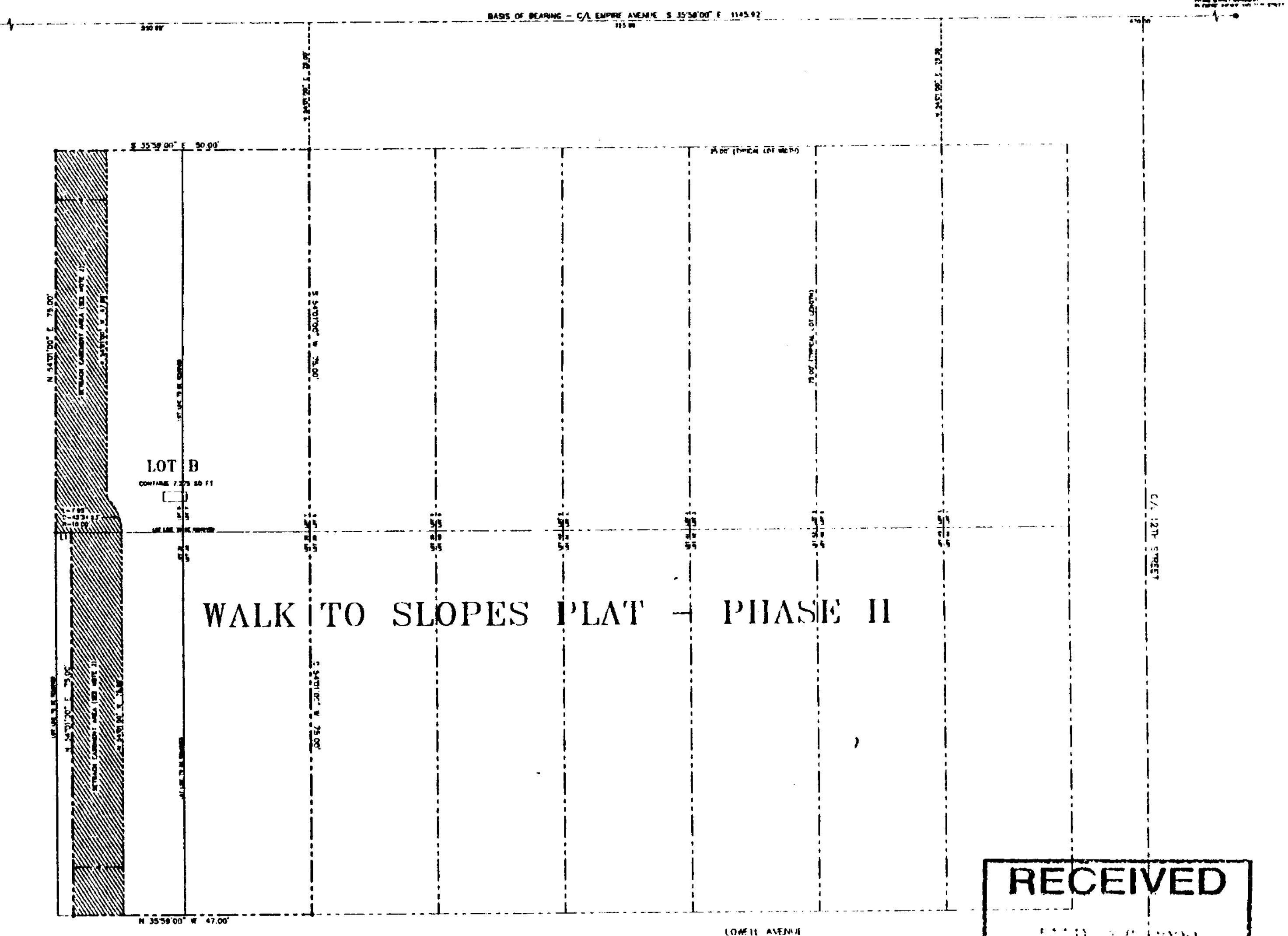
NOTES

1. [ ] Street address on Empire Avenue

2. a) No above ground building construction or combustible structures of any type or kind within setback easement area.
b) Setback area may be used for:
1. Underground utilities
2. Driveway access
3. Ingress/egress corridors
4. Noncombustible retaining walls
5. Below grade parking structures

3. Fire sprinklers are required

LEGEND



LOT LINE AMENDMENT PLAT

WALK TO SLOPES PLAT – PHASE II

LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Alliance Engineering	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ______, 2000 A.D. BY ______ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ______ 2000 A.D. BY ______ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______ 2000 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ______ 2000 A.D. BY ______ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ______ 2000 A.D. BY ______ PARK CITY RECORDER

RECEIVED
PARK CITY

EXHIBIT C
PROPOSED PLAT AMENDMENT

025

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1.The applicant is responsible for compliance with all conditions of project approval.
2.The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3.A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4.All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5.All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Planning Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit, must be specifically requested and approved by the Community Development Department, Planning Commission and/or Historic District Commission in writing prior to execution.
6.Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7.An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Community Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Community Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8.A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9.Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Planning Department prior to removal.
10.The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11.Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12.All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.
13.The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14.The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15.When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16.Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17.No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Community Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
November 5, 1999

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: June 29, 2000
DEPARTMENT: Administrative Services
AUTHOR: Lori Collett, Finance Manager
TITLE: Auditor Contract
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Authorize staff to enter into a contract with Deloitte & Touche LLP for auditing services. The contract length will be four years (FYE 2000, 2001, 2002 and 2003) with an optional automatic renewal for an additional one year term (FYE 2004). The one year extension would require an amendment to the contract. The annual contract amount is outlined in "Exhibit A" attached to the contract.

DESCRIPTION:

A. **Topic:** Auditor contract.

B. **Background**: On March 13, 2000, the City sent out a Request for Proposal (RFP) for auditing services to Deloitte & Touche LLP, Arthur Anderson & Co., PriceWaterhouseCoopers, Ernst & Young LLP and Grant Thornton. During this process staff was in contact with the City's current auditors, Deloitte and Touche LLP, discussing the RFP and received one phone call from PriceWaterhouseCoopers regarding the amount of audit fees paid to Deloitte & Touche LLP for the FY 1999 audit. The remaining accounting firms did not respond to the RFP. At the close of the bid period, we had received a proposal from Deloitte & Touche LLP.

C. **Analysis:** Even though the Deloitte & Touche LLP was the only proposal received, it was still reviewed for the following:

- Completeness of proposal.
- Qualifications and experience of the firm.
- Qualifications of assigned individuals.
- Experience in relation to the GFOA "Certificate of Achievement".
- Ability to provide consulting services that may be needed by the City.
- Overall billing fees and "not to exceed" fees.

The proposal submitted by Deloitte & Touche LLP met the above qualifying conditions. Deloitte & Touche is currently the City's auditor. Staff has been satisfied with the service it has received from Deloitte & Touche over the past seven years. Thus, it is recommended that Deloitte & Touche be awarded the contract to furnish the City's auditing services for the next four years beginning with FY2000.

D. Department Review: This report has been reviewed by the Legal Department and the City Manager's Office.

E. Significant Impacts: The annual cost of this contract for both the financial and single audit is: $30,400 for FY2000; $31,850 for FY2001; $33,600 for FY 2002 and $35,300 for FY2003. These amounts do not include out of pocket expenses. For comparison purposes, the financial and single audits for FY1999 cost $28,200 and FY1998 cost $26,400. Funds are budgeted in the Finance Division budget for these services.

ALTERNATIVES:

A. Approve the Request: The City Council could approve the contract with Deloitte & Touche LLP. This is the recommended action.

B. Deny the Request: The City Council could deny the request. This would require a "rebid" of the contract for auditing services. Because the City's fiscal year end is June 30, the FY2000 audit needs to begin in August. Beginning the RFP process again this late in the year would delay the audit process and make it difficult to have the CAFR completed by December.

C. Continue the Item: Continue the item to another City Council meeting.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Staff would need to "rebid" the RFP and this would delay the completion of the audit contract.

RECOMMENDATION: Authorize staff to enter into a contract with Deloitte & Touche LLP for auditing services.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT , entered into in duplicate this _____ day of _______________, 2000, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, hereinafter referred to as the "City" and DELOITTE & TOUCHE, LLP, Certified Public Accountants, hereinafter referred to as the "Service Provider", provides for audit services for four (4) years beginning with fiscal year ending June 30, 2000.

WITNESSETH:

WHEREAS, the City desires and is required by law to cause certain services to be performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the City desires to have performed a financial and compliance audit of the City for the fiscal years ending June 30, 2000, 2001, 2002, and 2003 and sufficient City resources are not available to provide such services; and

WHEREAS, the City has received funds from the Federal Government under grants, agreements, and programs which require audits under the guidelines of the Office of Management and Budget (OMB) Circular A-133, and

WHEREAS, in order to meet the requirements of OMB Circular A-133, the City desires to have performed a single compliance audit of those federal awards for the fiscal years ending June 30, 2000, 2001, 2002, and 2003,

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. <u>SCOPE OF SERVICES</u>:

I. <u>AUDITOR'S DUTIES</u>

A. <u>Standards</u>: The Service Provider shall perform all testwork and prepare all reports in accordance with the following professional standards and federal audit requirements:

1. Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), including applicable statements of position and audit guides;

2. *Government Auditing Standards* issued by the comptroller General of the United States;

3. The Single Audit Act as amended by the Single Audit Act Amendments of 1996;

4. OMB Circular A-133, *Audits of States. Local Governments, and Non-Profit Organizations*; and

5. OMB Circular A-133 *Compliance Supplement.*

B. Reports: The Service Provider shall, in accordance with the above standards, prepare the following reports:

1. Report on Financial Statements

For the fiscal years ended June 30, 2000, 2001, 2002 and 2003, the Service Provider, in accordance with generally accepted auditing standards, as promulgated by the AICPA, the AICPA *Audits of State and Local Governmental Units* audit and accounting guide, and the *Government Auditing Standards,* published by the U.S. General Accounting Office, shall audit the financial statements and records of the City and shall issue a Service Provider's opinion on the City's financial statements (with an in-relation-to opinion on combining and supplementary information). Such financial statements shall be prepared in conformity with generally accepted accounting principles. Reports on internal control and compliance, as referred below, shall also be issued.

2. Management Report Based on the Audit of the Financial Statements

(a) Report on Compliance and on Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards.*

The Service Provider shall report on their testing of compliance with federal and state laws and regulations performed as part of the financial and compliance audit. The report must identify occurrences of noncompliance with laws and regulations that are material and all instances or indications of illegal acts which could result in criminal prosecution. The report must contain a statement of positive assurance on items tested.

The Service Provider shall report on their understanding of the City's internal control over financial reporting and the assessment of control risk made as part of the financial and compliance audit. The report shall identify as a minimum: (a) the scope of the Service Provider's work in obtaining an understanding of the City's internal control over financial reporting and in assessing the control risk and (b) the reportable conditions, including the identification of material weaknesses, identified as a result of the Service Provider's work in understanding and assessing the control risk.

(b) Findings and Recommendations

The Service Provider shall report findings and recommendations relative to compliance with laws and regulations, internal control over financial reporting, adherence to generally accepted accounting principles, and efficiency of operations. The report shall contain all reportable conditions and all instances or indications of illegal acts.

The Service Provider shall request written responses and corrective action plans, where necessary, from City officials for each recommendation and shall include such responses in the report.

(c) Status of Prior Findings and Recommendations

The Service Provider shall also report on the City's progress in implementing prior audit recommendations.

3. <u>Single Audit Report</u>

For the fiscal years ending June 30, 2000, 2001, 2002, and 2003, the Service Provider, in accordance with the standards cited above and the additional standards contained in the Single Audit Act as amended by the Single Audit Act Amendments of 1996, OMB Circular A-133, and AICPA standards related to compliance auditing, shall issue the following reports:

(a) Report on Federal Awards: This report covers major program compliance, internal controls over federal awards, and the Schedule of Expenditures of Federal Awards.

(1) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the specific requirements applicable to major federal financial assistance programs. This opinion may be included as part of the Service Provider's Report on Financial Statements required by paragraph I. B1.

(2) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs identified in the summary of auditor's results section of the schedule of findings and questioned costs.

(3) The report is required to address the Service Provider's consideration of the internal control policies and procedures over compliance with requirements that could have a direct and material effect on major federal programs. This report should be prepared in accordance with the criteria set forth in Statement on Auditing Standards (SAS) No. 78, *Consideration of the Internal Control in a Financial Statement Audit*, SAS No. 60, *Communication of Internal Control Structure Related Matters Noted in an Audit*, and SAS No. 74, *Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance.*

(4) The report should comply with SAS No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor Submitted Documents*. The report must reference to the audit having been performed in accordance with standards for financial and compliance audits contained in the *Governments Auditing Standards*, to meet the requirements of the OMB Circular A-133.

(b) Schedule of Findings and Questioned Costs: This report should include the following three components as required by OMB Circular A-133:

(1) A summary of the Service Provider's results, including:

A) The type of report the Service Provider issued on the financial statements;

B) Where applicable, a statement that reportable conditions in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;

C) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements;

D) Where applicable, a statement that reportable conditions in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses;

E) The type of report the Service Provider issued on compliance for major programs;

F) A statement as to whether the audit disclosed any audit findings which the Service Provider is required to report in accordance with OMB Circular A-133;

G) An identification of major programs;

H) The dollar threshold used to distinguish between Type A and Type B programs, as described in OMB Circular A-133; and

I) A statement as to whether the City qualified as a low-risk auditee.

(2) Findings relating to the financial statements which are required to be reported in accordance with generally accepted government auditing standards (GAGAS).

(3) Findings and questioned costs for federal awards, including, where applicable:

A) Reportable conditions in internal control over major programs;

B) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program;

C) Known questioned costs which are greater than $10,000, or are likely greater than $10,000, for a type of compliance requirement for a major program;

D) Known questioned costs which are greater than $10,000 for a Federal program which is not audited as a major program;

E) The circumstances concerning why the Service Provider's report on compliance for major programs is other than an unqualified opinion;

F) Known fraud affecting a Federal award; and

G) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the City materially misrepresents the status of any prior audit finding.

(4) The Service Provider shall request a written corrective action plan from City officials for each finding included in the Schedule of Findings and Questioned Costs. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date.

4. Report on State Legal Compliance

For the fiscal years ended June 30, 2000, 2001, 2002 and 2003, the Service Provider, in accordance with the *State of Utah Legal Compliance Audit Guide*, shall issue the following reports:

(a) Report on State Legal Compliance

The Service Provider shall express an opinion on the City's compliance with the state legal requirements identified in the *State of Utah Legal Compliance Audit Guide.*

(b) The Service Provider's Management Letter

The Management Letter shall identify any reportable conditions in internal controls over state legal compliance and all instances of noncompliance with state legal issues discovered by the Service Provider.

(c) City's Response to the Management Letter

The Service Provider shall bind the City's response with the Service Provider's Management Letter.

II. **CITY'S DUTIES**

The City shall furnish the following to the Service Provider:

A. All financial records, books of accounts, supporting documents, and other related records for and related to the period being audited.

B. Copies of City Ordinances, Minutes of Council [Board, Commission] meetings, policy directives, grant agreements, contracts, leases, budgets, laws, and other pertinent documents or data, and such other information as may be required for the audit.

C. A management representation letter confirming oral representations made to the Service Provider.

D. Adequate working space and other facilities for the conduct of the audit.

E. All working papers normally prepared by the City in connection with the accounting system, all original documents, as requested, evidencing audited transactions.

F. Assistance of personnel in all reasonable requests form the Service Provider as the City staff time and budget will permit, including, but not limited to, the preparation of account analyses, summaries, and other working papers requested.

2. **TERM**:

The term of this Agreement shall be four (4) years, and shall commence upon execution and terminate upon full completion of Services for fiscal year 2003, or, as may be provided for by an automatic renewal for an additional one (1) year extension period which shall amend this Agreement .

3. **COMPENSATION AND METHOD OF PAYMENT**:

A. Payments for services provided hereunder shall be made monthly following the performance of such services, or as otherwise agreed by both parties in writing. The parties agree that total fees paid under this Agreement shall not exceed the fee as set forth and attached hereto as "Exhibit A."

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement. Final payment shall be made upon receipt of the Service Provider's reports.

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

D. The Service Provider shall submit to the Finance Manager or his designee on forms approved by the Finance Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent per annum for services remaining unpaid for thirty days or more.

4. **REPORTS AND INSPECTIONS**:

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall, at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**:

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. **SERVICE PROVIDER EMPLOYEE/AGENTS**:

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

7. **HOLD HARMLESS INDEMNIFICATION**:

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence or intentional torts of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 35-1-60; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE**:

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors.

The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

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

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

9. TREATMENT OF ASSETS:

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

10. COMPLIANCE WITH LAWS:

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

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

11. NONDISCRIMINATION:

A. The City is an equal opportunity employer.

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

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

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

12. **ASSIGNMENTS/SUBCONTRACTING**:

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. **CHANGES**:

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

14. **MAINTENANCE AND INSPECTION OF RECORDS**:

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

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

15. **POLITICAL ACTIVITY PROHIBITED**:

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

16. **PROHIBITED INTEREST**:

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

17. **MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS**:

A. All work provided by the Service Provider is based on current government ordinances and fees is effect as of date. Any changes which affect the scope or cost of the services proposed will be billed as an "extra" pursuant to Paragraph 3(C).

B. The City shall supply all necessary documents and/or data. If the City refuses to provide such necessary material, the Service Provider may obtain the information itself and bill it as an "extra."

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. **TERMINATION**:

A. The City may terminate this Agreement, in whole or in part, at any time, by at least five (5) days written notice to the Service Provider. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

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

19. **NOTICE**:

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

20. **ATTORNEYS FEES AND COSTS**:

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

21. **JURISDICTION AND VENUE**:

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. **SEVERABILITY**:

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

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

23. **ENTIRE AGREEMENT**:

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

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

PARK CITY MUNICIPAL CORPORATION

____

BY: ___________________________

TITLE: _________________________

DELOITTE &TOUCHE, LLP

____

Address: Suite 1800, 50 South Main Street
Salt Lake City, Utah 84144--0458

Tax ID#: ______________________

____
Signature

____
Printed name

____
Title

CORPORATE ACKNOWLEDGMENT

STATE OF ________)
: ss.
COUNTY OF ________)

On this ___ day of ______________, 2000, personally appeared before me ________________, who being duly sworn, did say that he/she is the __________________ of DELOITTE & TOUCHE, LLP, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

____
NOTARY PUBLIC

Approved as to form:

____
THOMAS A. DALEY
DEPUTY CITY ATTORNEY

Attest:

____
JAN SCOTT
CITY RECORDER

H:\legal\AGREE\ServiceProvider\Deloitte&ToucheServicesProvider.wpd

Competitive Fees

OUR POLICY IS NOT TO CHARGE FOR ROUTINE PROFESSIONAL FINANCIAL ADVICE UNLESS RESEARCH TIME IS REQUIRED.

We strongly believe that Deloitte & Touche can deliver value that cannot be duplicated, at fees that are fair and competitive. We encourage you to contact us throughout the year to obtain answers to questions and to seek our advice.

Not-to-Exceed Professional Fees

Audit Services	Hours	2000	2001	2002	2003
Financial Audit	380	$26,900	$28,100	$29,600	$31,100
Single Audit	90	3,500	3,750	4,000	4,200

If the hours exceed these base budgeted hours due to inadequate or unadjusted accounting records, the additional time required to assist the City with the records will be billed at a composite hourly rate of $70. Any additional hours required for GASB 34 implementation will be billed separately.

By Staff Level	Hourly Billing Rates	Audit Hours
Partner	$125	30
Manager	85	60
Senior	65	170
Staff	50	210

Out-of-pocket expenses are billed separately and will not exceed $1,200 in 2000.

Mountainlands Community Housing Trust

June 22, 2000

Mr. Toby Ross
City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Dear Mr. ~~Ross~~ Toby:

Through this letter I am requesting that the City Council adopt the enclosed resolution re-appointing the City Manager as the Environmental Certifying Officer (ECO) for Park City Municipal Corporation.

For reasons that escape me, we need Park City's sign-off on our Environmental Review in order to receive our federal HOME funds from the State of Utah and complete the purchase of the Holiday Village Apartments. Since the funds flow from the federal government to the state to the nonprofit, and Mountainlands Community Housing Trust is wholly liable for repayment, I must admit I am a bit puzzled as to why the City must also approve our use of funds. Be that as it may, it is the requirement.

And, since I have not been able to locate the resolution that was adopted for the Community Development Block Grant funds received in connection with Aspen Villas or Iron Horse Apartments, I must ask that the City to re-appoint you. The State is requiring that we submit a copy of the resolution in addition to your sign-off on the forms..

As we discussed, the ECO accepts the legal authority and responsibility for making the findings of level of impact and determining the appropriate review category. In the case of Holiday Village, the role of the ECO is quite limited because the project has been determined to be Categorically Excluded and not subject to NEPA.

As part of our due diligence in the acquisition and rehabilitation of the Holiday Village Apartments, Mountainlands Community Housing Trust ordered independent environmental studies including a Phase I Environmental Review and a the required federal Environment Review. The Phase I was clean and did not indicate the need for additional study. The federal Environmental Review determined that the property was Categorically Excluded and not subject

From the desk of...

Phyllis Robinson
Executive Director
Mountainlands Community Housing Trust
435-647-9674
Fax: 435-658-3890

to NEPA. There is no lead-based paint nor radon on the property and a only minimal amount of asbestos found in the older vinyl floor coverings. These will be removed using certified asbestos technicians.

I have prepared the Resolution as required by the State.

Thanks for your help with this minor, but rather necessary, matter.

Very truly yours,

Phyllis

Phyllis McDonough Robinson
Executive Director

PARK CITY
1884

Resolution No.

RESOLUTION DESIGNATING AN ENVIRONMENTAL CERTIFYING OFFICER (ECO) IN PARK CITY, UTAH

BE IT HEREBY RESOLVED:

That Park City Municipal Corporation (City), a body politic and corporate of the state of Utah and a municipal subdivision of said state of Utah, by and through its governing body, hereby by this Resolution, made and executed this 29 day of June, 2000 does:

SECTION 1. APPOINTMENT. Designate and appoint for the City, City Manager Toby Ross as the ECO for all HUD funded grants operated by the City.

SECTION 2. AUTHORITY. The ECO shall have full authority with approval of the City Council to certify for the City any and all documents, materials, and activities which may be required by other agencies or individuals, HUD, or units of government, state or federal, particularly, but not limited to housing finance agencies, public housing agencies, non-profit organizations and other entities.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon adoption. This designation and authority shall continue in full force and effect until revoked or until the designated individual no longer functions in the official capacity as described.

PASSED AND ADOPTED this 29th day of June, 2000.

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

Resolution No.

RESOLUTION CELEBRATING KPCW'S 20th ANNIVERSARY

WHEREAS, 20 years ago, the Honorable Mayor John C. Green, Jr. declared July 2, 1980 as "Community Wireless Day" and observed that "KPCW was possibly the only thing all of Park City ever agreed upon"; and

WHEREAS, 20 years later, KPCW continues to create community be being residents' "Park City Connection:, reaching three-quarters of all adults each week; and

WHEREAS, KPCW has gained a national reputation for excellence and has been called "a model" for other small town public radio stations; and

WHEREAS, the Corporation of Public Broadcasting has found that KPCW has more listeners and raises more money per capita than any other public ratio station in the nation; and

WHEREAS, Park City residents and businesses have contributed over $5.5 million to the station over the past 20 years; and

WHEREAS, KPCW has broadcast over 30,000 hours of local news and information programs; 380,000 free public service announcements; and over 547,000 lost dog reports;

NOW, THEREFORE, BE IT RESOLVED that the Park City Council congratulates the volunteers, Board of Trustees, staff and contributors who have made KPCW a nationally recognized asset to the residents of Park City.

PASSED AND ADOPTED this 29th day of June, 2000.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder