



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 19, 2001**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 19, 2001.

AGENDA

Work Session

5:30 p.m. Council questions/comments
Review of regular meeting

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

**IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MARCH 29, 2001
AND APRIL 5, 2001**

V PUBLIC HEARING

1. Cinco de Mayo Master Festival License application
2. Ordinance approving a final condominium record of survey plat for 1305 Lowell Avenue, known as Mountainside Phase II, Park City, Utah

VI CONSENT AGENDA

1. Cinco de Mayo Master Festival License application

2. Ordinance approving a final condominium record of survey plat for 1305 Lowell Avenue, known as Mountainside Phase II, Park City, Utah

VII NEW BUSINESS

Award of contract to Lee & Smith for legislative consulting services in an amount not to exceed \$63,500

VIII ADJOURNMENT

Posted: 04/16/01
See parkcity2002.org



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 19, 2001**

Present: Council members Peg Bodell; Candace Erickson; Roger Harlan; Fred Jones; and Jeff Mann

Toby Ross, City Manager; Tom Bakaly, Assistant City Manager; Melissa Caffey, and Special Events Manager

Shelley Weiss, applicant for Cinco de Mayo MFL

Absent: Mayor Brad Olch

1. **Council questions and comments.** Mayor Pro Tem Roger Harlan conducted the work session. Peg Bodell reported on the progress of the program and resource analysis committee who recommends providing a budget summary on the website. A joint meeting was held with the Historic District Commission and Planning Commission where amendments to the HDC section of the Land Management Code and the Town Bridge Project were discussed. The quarterly Council call-in show on KPCW seemed successful and she suggested that it be scheduled more frequently and volunteered to contact the radio station and other media about Council outreach programs. Ms. Bodell continued that Council also previously discussed hosting a reception of some kind in appreciation of board and commission members and recommended that Council members submit suggestions to the Mayor. It was decided to consider a Council liaison to the Main Street Business Alliance at next week's work session.

Jeff Mann disclosed that he received an e-mail from an Old Town resident who would like traffic circulation on Main Street addressed, which he will share with staff. Candace Erickson reported that Mountainlands Community Housing is close to appointing a new Executive Director. She and Mr. Bell met with the Utah Department of Alcoholic Beverage Control regarding private hospitality services for the Olympics. Ms. Erickson was pleased to report that for the first time, SLOC allowed them to attend the account executives meeting. This group works closely with sponsors, and the meeting was extremely productive, specifically with regard to the public celebration. Roger Harlan reported on his meeting with the BLM and staff on the City's lease of the Gambel Oak property. He also attended the Snyderville Basin Recreation District where the memorandum of understanding with the City was the focus. A two week Council recess at the end of May was suggested and Tom Bakaly explained the upcoming schedule on the budget. He didn't feel that the timing of the budget would conflict with the proposed recess.

2. **Review of regular meeting:**

Cinco de Mayo MFL. Shelley Weiss, applicant, commented that the event is very well organized. In response to questions from Peg Bodell, Ms. Caffey added that it is not anticipated that Sullivan Road will be closed, but it is addressed in the MFL in the event it becomes congested. The location of concessions was clarified. Melissa Caffey continued that it also doesn't seem likely that the Miners Hospital will be used for an art exhibit and/or demonstration. Jeff Mann explained that the artist will decide soon on selecting the Miners Hospital or the Eccles Center.

Prepared by Janet M. Scott



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 19, 2001**

I ROLL CALL

Mayor Pro Tem Roger Harlan called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 19, 2001. Members in attendance were Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Jeff Mann. Mayor Brad Olch was excused. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Melissa Caffey, Special Events Manager; Frank Bell, Olympic Planning Director; Pat Putt, Planning and Zoning Administrator; and Tom Bakaly, Assistant City Manager.

II PUBLIC INPUT

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

SR224 entry corridor - James Pack stated that he is the President of the Aspen Springs Home Owners Association. The annual meeting was well attended where concerns were raised about the poor appearance of SR224. Buyers understood that the entry corridor would be enhanced with landscaping and fencing by the developer, who subsequently donated that land to the City. Mr. Pack added that members would like their entrance area landscaped and a subdivision monument sign installed. They would like to have the general location beautified. He continued that the Association has a budget but needs the City's cooperation as the owner of the site, and asked how they should proceed to make the area a more attractive place. Mayor Pro Tem Harlan suggested that he and a couple of other members meet with staff. Pat Putt indicated that he will be available for a meeting.

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

Tribute to Melissa Caffey - Frank Bell acknowledged that tonight is Ms. Caffey's last day as Special Events Manager and expressed his appreciation of her performance over the past several years. The Mayor and City Council members wished her well in her new career.

**IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MARCH 29, 2001
AND APRIL 5, 2001**

The Mayor Pro Tem indicated that he did not attend the meeting of March 29, 2001. Jeff Mann, "I move to approve the notes and minutes of meetings of March 29, 2001 and April 5, 2001". Candace Erickson seconded. Motion carried.

Peg Bodell	Aye
Candace Erickson	Aye
Roger Harlan	Absention - March 29; Aye - April 5
Fred Jones	Aye
Jeff Mann	Aye

V PUBLIC HEARING

1. Cinco de Mayo Master Festival License application - Melissa Caffey explained the diversity of members of the large organizing committee, and the involvement of the non-profit organizations in this effort. Staff feels comfortable with the logistics of the event as concerns have been addressed. She requested an amendment to the MFL to allow the use of the Mawhinney parking lot during the event. The Public Safety Department is contributing manpower to support the event, and the interest of the community is phenomenal. There are many communities looking at Park City regarding our outreach program. Shelly Weiss, applicant, agreed that the planning of this event has been a wonderful experience. The Mayor Pro Tem invited the Council and the public to comment.

Ms. Weiss felt that there will be good attendance in the Hispanic community and emphasized that the event celebrates diversity not Independence Day. There was discussion about using a tent in the event of bad weather. Peg Bodell suggested that since this celebrates diversity, that perhaps the date can be moved back next year so the weather is not as questionable. She added that she can support the City contribution as she views this event as an outreach program. Ms. Erickson also indicated her support. With no further questions or comments, the public hearing was closed.

2. Ordinance approving a final condominium record of survey plat for 1305 Lowell Avenue, known as Mountainside Phase II, Park City, Utah - Pat Putt explained that Phase II consists of 68 individual units. This application was reviewed by the Planning Commission who has forwarded a positive recommendation with the findings of fact, conclusions of law, and conditions of approval outlined in the staff report. The Mayor Pro Tem invited the public and the City Council to comment. Hearing none, the public hearing was closed.

VI CONSENT AGENDA

Peg Bodell, "I move that we approve the master festival license as so noted and the final condominium record of survey plat for 1305 Lowell Avenue, known as Mountainside Phase II, Park City, Utah". Jeff Mann seconded. Motion unanimously carried.

1. Cinco de Mayo Master Festival License application - See staff report, work session and public hearing.

2. Ordinance approving a final condominium record of survey plat for 1305 Lowell Avenue, known as Mountainside Phase II, Park City, Utah - See staff report and public hearing.

VII NEW BUSINESS

Award of contract to Lee & Smith for legislative consulting services in an amount not to exceed \$63,500 - Tom Bakaly stated that the recommended action is to approve this contract for lobbying work in Washington D.C. The City has retained this type of service since 1998 which has assisted with transportation funding. He anticipates an upcoming need for water legislation. The retainer is \$58,500 with a \$5,000 allotment for expenses, which is funded by the Water Fund. He added that the Snyderville Basin Sewer Improvement District is considering participation in the contract and associated costs. In response to a question from Peg Bodell regarding the reporting process, Tom Bakaly indicated that there will be routine communication with him on an informal basis and he will regularly share information with Council. Lee & Smith have a wide range of expertise beyond water. Ms. Bodell suggested that Lee & Smith contact the National League of Cities regarding its policies. With regard to a question from Roger Harlan about grants to communities to upgrade water infrastructure, Mr. Bakaly explained that Park City has an earmark in the 2001 Appropriations Bill which means that the federal government has indicated its intent to fund at some point for technical, planning and design work for water infrastructure. There are about 50 other communities competing for \$30 million that would be available; Park City is seeking \$2.5 million. This is one of the reasons staff is recommending hiring this lobbyist, and another is that he has worked closely with Representative Jim Hansen as his chief of staff. Ms. Erickson felt that contracting for lobbying services can be very effective and there was discussion about federal funding in relation to the Olympics.

Jeff Mann, "I move to award the contract to Lee & Smith for legislative consulting services in an amount not to exceed \$63,500". Candace Erickson seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

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City Council Meeting
April 19, 2001

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



DATE: March 2000
DEPARTMENT: Facilities and Special Events
AUTHOR: Melissa Caffey
TITLE: Cinco de Mayo Festival, May 5, 2001
TYPE OF ITEM: Master Festival License Application

SUMMARY RECOMMENDATIONS: Review proposed event, conduct a public hearing and consider approving the license for a new Cinco de Mayo Festival on May 5, 2001 and authorize the use of funds from the Public Service Contract Contingency Fund in the amount of \$500.00 cash plus other City provided services with the total amount not to exceed \$1,000.00.

DESCRIPTION

A. Background

For a number of years, a Cinco de Mayo event was held at the Park City Racquet Club and was organized by Shelley Weiss and a group of volunteers called Connection Amigo. The event eventually was cancelled due to a lack of volunteers and resources. Recently, Councilman Jeff Mann of Zions Bank and numerous other local organizations and businesses, including Mountainlands Community Housing, Mountain Mentors, Park City Municipal, The Park City Performing Arts Foundation, The Summit Institute, The Kimball Art Center, The Park Record, KPCW and many local businesses and volunteers have proposed a new Cinco de Mayo community event.

The new Cinco de Mayo Festival would be held in City Park from 12:00 p.m.-6:00 p.m. on Saturday, May 5, 2001 to celebrate the spring season and the holiday and to thank everyone for their tremendous contributions to our city and community--this is an opportunity to be introduced to our friends and neighbors and a way to help bridge the gaps between different cultures in the Park City community. The number of people expected is approximately 475 and there will be soccer tournaments, kids crafts and games, food and soft drink vendors, classic cars and motorcycles exhibits, and lots of great music. The Cinco de Mayo committee is requesting the use of the bandstand and all of City Park and will have several musical groups that will require amplified sound, including mariachi bands, Ritmo Caliente, and local schools' jazz bands.

The mission of the Cinco de Mayo organizing committee is to produce a new festival that will celebrate diversity and the entire Park City community and grow each year into a festive, annual Park City event. The event would not conflict with any other events and will tie into

other entertainment offerings for Cinco de Mayo including the Eccles Center's Perla Battala performance and the Park City Film Series schedule. The event will be underwritten by many local groups and organizations and the committee is also asking for monetary and in-kind participation from Park City Municipal Corporation.

B. Analysis

The new Cinco De Mayo Festival will be organized by a large group of community volunteers from local businesses, volunteer organizations and individuals. The enthusiasm for the event and the enormous amount of work already contributed to the planning of the new event by the organizing committee should ensure that the event will be a safe, well-run, family event involving the entire Park City Community.

As stated, the Cinco de Mayo Festival should not conflict with any other Park City events and the current state of solicited and pledged sponsorships and donations should help provide a budget adequate to produce an event of this complexity.

City events staff is currently working with all City departments to address any concerns regarding the event. Park City Police will have a presence at the event, including the Chief and the Community liaison, however they do not feel it is necessary to have a security presence at this time. The Parks staff is working with recreation to line fields necessary for the soccer games and to oversee other necessary services including trash assistance, port o' potties, set up direction, etc. The organizing committee will submit a sign plan for any exterior signs that may become necessary. The committee will submit tent specs and any other necessary information when it applies for any necessary temporary structure or flammable materials permits. Park City Transit has agreed to provide a shuttle to and from the Park City Mountain Resort and the committee is asking City Council for financial assistance with the event.

Per item number 31 in the attached Master Festival License Application, the Cinco de Mayo organizing committee is requesting that City Council authorize the use of the Public Service Contract Contingency Fund, in the amount of \$500, to offset external event costs, such as portable toilets, way-finding signs, etc., as well as providing the barricades, trash assistance and transit services at no cost to the event. The committee feels that this event benefits the entire community and will provide a festival that will become a safe, festive annual event that celebrates and unites the community. The total grant, including the \$500.00 cash donation, in-kind services and external rentals would not exceed \$1000.00.

Department Review

The City Special Events, Legal, Police, Transit, Parks, Building and Planning Departments have reviewed or been noticed of this application and all concerns have been registered and are being addressed.

ALTERNATIVES

- A. Conduct a public hearing and consider approving the Master Festival License application and authorize funding request from the Public Service Contract Contingency Fund in an amount not to exceed \$1,000.00.
- B. Conduct a public hearing and consider approving the Master Festival License application only.

- C. Conduct a public hearing and consider modifying the parameters of the event or deny it completely.
- D. Postpone action based on further input or discussion.

SIGNIFICANT IMPACTS:

The event is not expected to create any significant issues. If the Council grants the request for funding and services the costs to the City would not exceed \$1000.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The would have to either cancel or reschedule the event for this year, at the possible risk of losing pledged sponsorship participation.

RECOMMENDATION:

Review proposed event, conduct a public hearing and consider approving the license for the Master Festival License application and authorize funding request from the Public Service Contract Contingency Fund in an amount not to exceed \$1,000.00.

EXHIBITS:

Exhibit A - MFL Application

**PARK CITY MUNICIPAL CORPORATION
MASTER FESTIVAL LICENSE
APPLICATION**

Please Return to:

Melissa Caffey, Special Events Manager

PO Box 1480 Park City, UT 84060

phone: (435)615-5151 **fax:** (435) 615-4911 **email:** melissa@parkcity2002.com

APPLICANT: PLEASE FILL OUT THIS QUESTIONNAIRE AS IT RELATES TO YOUR PLANNED EVENT. YOU NEED ANSWER ONLY THOSE QUESTIONS WHICH PERTAIN TO YOU OR YOUR EVENT. MARK QUESTIONS WHICH DO NOT APPLY "N/A".

1. Name and Date(s) of Event & Name, address, phone/fax/e-mail **of applicant**

Cinco de Mayo Celebration on Saturday, May 5, 2001

Applicant: Shelley Weiss
Mountainlands Community Housing
1847 Kearns Blvd. Park City, 84060
435-615-7190
Email: shelleymlch@hotmail.com

2. Name, address, and phone of person, **other than applicant** who will be responsible for the event in case of an emergency:

Jeff Mann
Zions Bank
533 Deer Valley Dr.
P.O. Box 2882
Park City, UT 84060
435-647-0041
Cel: 640-1500

3. Name and address of corporate sponsors, if any:
Park City Chamber Bureau, Jeff & Molly Mann, Lost Sock Laundry, Tesch, Thompson & Miller, PC Mine Co., St. Mary's Church, Zion's Bank, Frontier Bank, PCMC, PCSD, The Park City Performing Arts Found., Summit Institute, Mountain Mentors, The Canyons, PCMR, PC Lodging, Restaurants, Builders and many other local organizations and businesses, too many to name them all.

4. Location of event/describe property to be used. Applicant must supply written permission from private property owners for the event venue with this application.

We would like to use all of City Park for the event, excluding the south end of the park that is under construction currently.

5. Describe the event in detail (dates, times, crowd expected, activities, etc.)

A Cinco de Mayo Festival to be held in City Park from 12:00 p.m.-6:00 p.m. on Saturday, May 5, 2001 to celebrate the spring season and the Holiday and to thank everyone for their tremendous contributions to our city and community and this is an opportunity to be introduced to our friends and neighbors. The number of people expected is approximately 475 and there will be soccer tournaments, kids crafts and games, food and soft drink vendors, possibly an art exhibit, classic cars and motorcycles exhibits, and lots of great music. We request the use of the bandstand and will have several musical groups that will require amplified sound, including mariachi bands, Ritmo Caliente, and the local schools jazz bands.

6. List any street closures desired, as well as times and dates.

The only street closure requested is for Sullivan Rd. from the baseball spectator stands to the (south) construction area near the new skateboard park, if the organizers and the Police feel this is necessary, similar to the July 4 event.

7. What parking facilities are available for your event?

The north end of City Park and the Park City Mountain Resort, from which shuttles will transport attendees to City Park beginning at 11:30 a.m. and running until 6:30 p.m. The Cinco de Mayo event committee is requesting that PCMC provide the shuttle for the event at no charge, if possible.

8. Will you be selling concessions? (Yes/ No)

If yes, what will you be selling and where will sales take place? Various food and soft drink vendors will be selling concessions in the south end of the park and also by the playground.

List sales tax number _____ or tax exempt number 87 051 4438

9. Will you be selling clothing or memorabilia which is copyrighted or has a logo for your particular event? Yes

If yes, how do you plan to enforce exclusivity? Not an issue

10. Will you be selling beer during your event? (Yes No)

If yes, describe location of sales, hours of operation, control of sales to minors, type of containers. No

11. Have your alcoholic beverage servers had state certified server training? (Yes/No)
N/A
12. Do you require a consent letter from the City Council for single event liquor sales? (Yes/No) If yes, please note consent must be obtained prior to attending the Alcoholic Beverage Control Commission meeting which occurs only once each month.
No
13. Are you going to charge admission to your event? No
If yes, how much will be charged each person \$ _____ and who (person, business, charity) benefits from the admission charge?
14. Is your event for profit or non-profit? Non Profit
15. The applicant must maintain a comprehensive general liability insurance policy, naming the City as an additional insured, satisfactory to the City, protecting both Licensee and the City against public liability, products liability and property damage. The applicant is required to furnish a Certificate of Insurance certifying coverage for public liability and property damage in the amount of \$1,000,000 (One Million Dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) in the aggregate and which states the coverage as primary insurance with the City insurance policy being secondary. Please attach Certificate to this application. PC Chamber Bureau will provide cert. Prior to event.
16. If you are using or storing flammable materials, including fuels, gasses, or fireworks, where will they be stored? Have you received approval of the Park City Fire Marshall.

Once we know what restaurants are participating, we will have any that require fuels/propane apply for a permit with the Building Department.
17. What is the source for your electrical needs?

We will be using the existing City Park electrical supply. If additional power needs become necessary for the food vendors, we will apply for a generator permit through the Building Dept.
18. Has the ambulance service been contacted regarding your event? (Yes/No)
If yes, will they be on stand-by at the scene of your event? (Yes/No)
If yes, who will pay any associated fees? We will, if it becomes necessary.

19. Describe restroom facilities to be used. Will you be renting portable toilets? (Yes/No)
If yes, how many and where will they be erected? Who will remove them and when?
We will be renting portable toilets in addition to the existing park restrooms. The locations are still being discussed with the Building and Parks Departments, and Parks feels 6 are sufficient. They will be set up on Friday and removed on Monday, if sooner is not possible.
20. List your anticipated signage needs. Traffic control signs will be supplied and erected by the city, if available. No signage is allowed on state highways without state approval. Other type of off-site advertising signs must have Planning Department review and approval. We request the use of one or both of the VMS boards the City owns, if available. We will run any other sign plans by the PC Planning Department if they are external to the event.
21. Are you requesting city transportation services? (Yes/No)
If yes, are you requesting shuttle service or expanded route service? Describe shuttle route, frequency of service, and expected number of passengers. If you wish expanded route service, describe the new route and times of operation. We would like to shuttle patrons from the Park City Mountain Resort, from which shuttles will transport attendees to City Park beginning at 11:30 a.m. and running until 6:30 p.m. **The Cinco de Mayo event committee is requesting that PCMC provide the shuttles for the event at no charge**, if possible. We feel one shuttle will be sufficient, but are still discussing this with PC Transit Dept.
22. Will you be erecting temporary structures such as grandstands, tents, etc.? MAYBE
If yes, describe type of structure, expected use, who will erect, take down, etc. Please note all temporary structures are subject to city inspection to assure compliance with building and fire codes. Please provide any specifications on these structures.
WE are planning a contingency tent, to be provided by The Summit Institute, and erected the day prior to the event if it becomes apparent that the weather will be poor. We will be submitting the tent specs and site plan to the Building Dept. for approval.
23. Will you be requesting permits for fireworks? No If yes, then describe location of fireworks display, times and types of fireworks (aerial, concussion, etc.)
24. Do you need trash containers supplied by the city? Yes
If yes, how many and where? We will be working with the Parks Dept. to determine if more trash cans are necessary and, if so, we will provide volunteers to assist with the trash pickup throughout the event.
25. Will you be using a city building? (Yes/No) Possibly
If yes, which building, when and for what reason? (Note: Some city buildings may have

user fees which apply to your event and are generally NOT waivable) There is a possibility that we will use the Miners Hospital Community Center for an art exhibit. If that is necessary, we have already scheduled the building and the fees have been waived.

26. Will you be using a city park? Yes
If yes, describe park, including pocket parks, times of use, expected crowd, who will clean up, etc. (Note: Some city parks may have user fees which will apply to your event and are generally not waivable.) Have you made a reservation through the Leisure Services Department for use of city parks? Yes
27. Do you desire law enforcement services beyond routine periodic patrol? (Yes/No)
If yes, for what purpose (security, traffic control, parking control)?
State dates and times officers are needed and how many officers you need. (Note: The Chief of Police reserves the right to place officers and staff events in the best interest of public safety interests. All officers remain employees of the city when working private events.) We are working with the Police Department to determine the number of recommended officers and will schedule with Lt. Ryan.
28. Do you require assistance from the public works department for such items as street maintenance, heavy equipment, sweeping, set-up/take-down, etc.? (Yes/No)
If yes, describe services you feel you need. (Note: City equipment will not be loaned, and your event will be charged for labor, materials and equipment)
29. It is the applicant's responsibility to contact agencies outside of Park City which may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include, but not be limited to: Health Department, Utah Power and Light, Mountain Fuel, Utah Department of Transportation, Alcoholic Beverage Control Commission, Summit County Sheriff, Utah Highway Patrol, Merchants Association, ASCAP, BFI, Summit County Commission. Other: PCFD/EMS
(Circle those agencies listed above which you have contacted)
30. Are you coordinating your event with the Park City Chamber Bureau and Visitor's Center? (Yes/No)
If yes, which staff member is assisting you? Bill Malone
Have you checked existing event schedules for possible event conflicts? (Yes/No)
If yes, are there any conflicts or simultaneous events? NO
31. Will you require any special communications apparatus such as communication towers, auxiliary equipment etc....? Please describe equipment needed, provider and proposed location. A Special Use Permit may be required for such uses. Permit is issued through the City's Planning Department and is valid for no more than 30 days. No
31. Please outline any special consideration not included above:

The Cinco de Mayo Committee is requesting, in addition to approving the Master Festival License for the event, that City Council authorize the use of the Public Service Contract Contingency Fund, in the amount of \$500 to offset external event costs, as well providing the barricades, trash assistance and transit services at no cost to the event. The committee feels that this event benefits the entire community and is a way to unite many different factions of Park City.

CITY COUNCIL STAFF REPORT

DATE: April 19, 2001
DEPARTMENT: Planning
AUTHOR: Kirsten A. Whetstone, AICP KAW
TITLE: Marriott Mountainside Phase II
TYPE OF ITEM: Final Condominium Plat

SUMMARY RECOMMENDATIONS: Approve with conditions.

DESCRIPTION

A. Topic

Owners Marriott Ownership Resorts, Inc. (MORI)
Location 1305 Lowell Avenue - near Park City Mountain Resort
Zoning Recreation Commercial - Master Planned Development (RC-MPD)
Adjacent Land Uses Ski Area, Multifamily Residential
Reason for Review Plats require Planning Commission Review and City Council approval

B. Background

Phase II of the Marriott MountainSide Project is currently under construction at the Park City Mountain Resort. This project is part of the Park City Mountain Resort Master Plan. The Large Scale Master Plan was approved in July, 1997 and the Conditional Use Approval (CUP) for this project on Parcel A was approved in April, 1998. The CUP was for a 182 unit timeshare project and 193 parking spaces on 4.86 acres. The first phase has been completed and the second phase is currently under construction. The second phase consists of 68 units.

On March 28, 2001 the Planning Commission held a public hearing and voted to forward to City Council a positive recommendation to approve the plat as conditioned.

C. Analysis

The plat, as submitted is consistent with the CUP. The plat will change the form of ownership of the units and allow MORI to sell timeshares in this project.

D. Department Review

The Legal Department has reviewed the timeshare and condominium documents. The

Engineering Department has reviewed the plat and has requested the applicant make revisions.. The plat was reviewed by the Interdepartmental Staff Review team on March 6, 2001.

E. Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input was been received on this proposal.

RECOMMENDATION

Staff and the Planning Commission recommend the City Council approve the final Condominium Plat for the Marriott MountainSide Resort, Phase II based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact

1. The property is located in the RC-MPD zoning district.
2. The property is subject to the Park City Mountain Resort Large Scale Master Plan.
3. The property is subject to the CUP for Parcel A of the PCMR Master Plan, that was approved in April of 1998 for 182 units. Phase II consists of 68 units.
4. The proposed plat allows the property to be sold as timeshare condominiums.
5. A financial guarantee for all public improvements, including all public trails, landscaping, and sidewalks, is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner. Proper maintenance of utilities is necessary for the public's health, safety, and welfare.
6. On March 28, 2001 the Planning Commission held a public hearing and voted to forward to City Council a positive recommendation to approve the plat.

Conclusions of Law

1. The record of survey as conditioned complies with the Park City Land Management Code and with the Utah Condominium Ownership Act.
2. The condominium record of survey is consistent with the April 1998 Planning Commission approval of the CUP.
3. There is good cause for this condominium record of survey.
4. Neither the public nor any person will be materially injured by the proposed record of survey.

5. Approval of record of survey, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer shall review and approve the final form and content of the record of survey and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the record of survey.
2. All conditions of approval for the Parcel A CUP shall apply.
3. All standard project conditions shall apply.
4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to record of survey recordation. All public improvements, including public trails, sidewalks, and landscaping shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
5. The final condominium record of survey shall be recorded at the County within one year of the date of City Council approval. If recordation has not occurred within the one year time frame this approval and the record of survey shall be considered null and void.
6. Prior to plat recordation, a maintenance agreement approved as to content by the City Engineer and approved as to form by the City Attorney shall have been executed to establish maintenance responsibility for the water lines and their related appurtenances, unless existing agreements are satisfactory.

EXHIBITS:

Exhibit A- Proposed record of survey plat

M:\CDD\KAW\CC\CC2001\1305lowellmarrplatphase2.ccr.wpd

Ordinance No. 2001-

**AN ORDINANCE APPROVING A FINAL CONDOMINIUM
RECORD OF SURVEY PLAT
FOR 1305 LOWELL AVENUE, KNOWN AS MOUNTAINSIDE PHASE II,
PARK CITY, UTAH**

WHEREAS, the owner of the property at 1305 Lowell Avenue, known as Mountainside Phase II, petitioned the City Council for approval of a final condominium record of survey 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 28, 2001 to receive input on the record of survey plat; and

WHEREAS, on April 19, 2001 the City Council reviewed the proposed record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final record of survey plat for 1305 Lowell Avenue.

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 RC-MPD zoning district.
2. The property is subject to the Park City Mountain Resort Large Scale Master Plan.
3. The property is subject to the CUP for Parcel A of the PCMR Master Plan that was approved in April of 1998. The project consists of 182 units. Phase II consists of 68 units.
4. The proposed plat allows the property to be sold as timeshare condominiums.
5. A financial guarantee for all public improvements, including all public trails, landscaping, and sidewalks, is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the

developer or owner. Proper maintenance of utilities is necessary for the public's health, safety, and welfare.

6. On March 28, 2001 the Planning Commission held a public hearing and voted to forward to City Council a positive recommendation to approve the plat.

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

SECTION 3. PLAT APPROVAL. The final record of survey plat for 1305 Lowell Avenue, known as Marriott Mountainside Phase II, is approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer shall review and approve the final form and content of the record of survey and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the record of survey.
2. All conditions of approval for the Parcel A CUP shall apply.
3. All standard project conditions shall apply.
4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to record of survey recordation. All public improvements, including public trails, sidewalks, and landscaping shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
5. The final condominium record of survey shall be recorded at the County within one year of the date of City Council approval. If recordation has not occurred within the one year time frame this approval and the record of survey shall be considered null and void.
6. Prior to plat recordation, a maintenance agreement approved as to content by the City Engineer and approved as to form by the City Attorney shall have been executed to establish maintenance responsibility for the water lines and their related appurtenances, unless existing agreements are satisfactory.

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

PASSED AND ADOPTED this 19th day of April, 2001.

PARK CITY MUNICIPAL CORPORATION

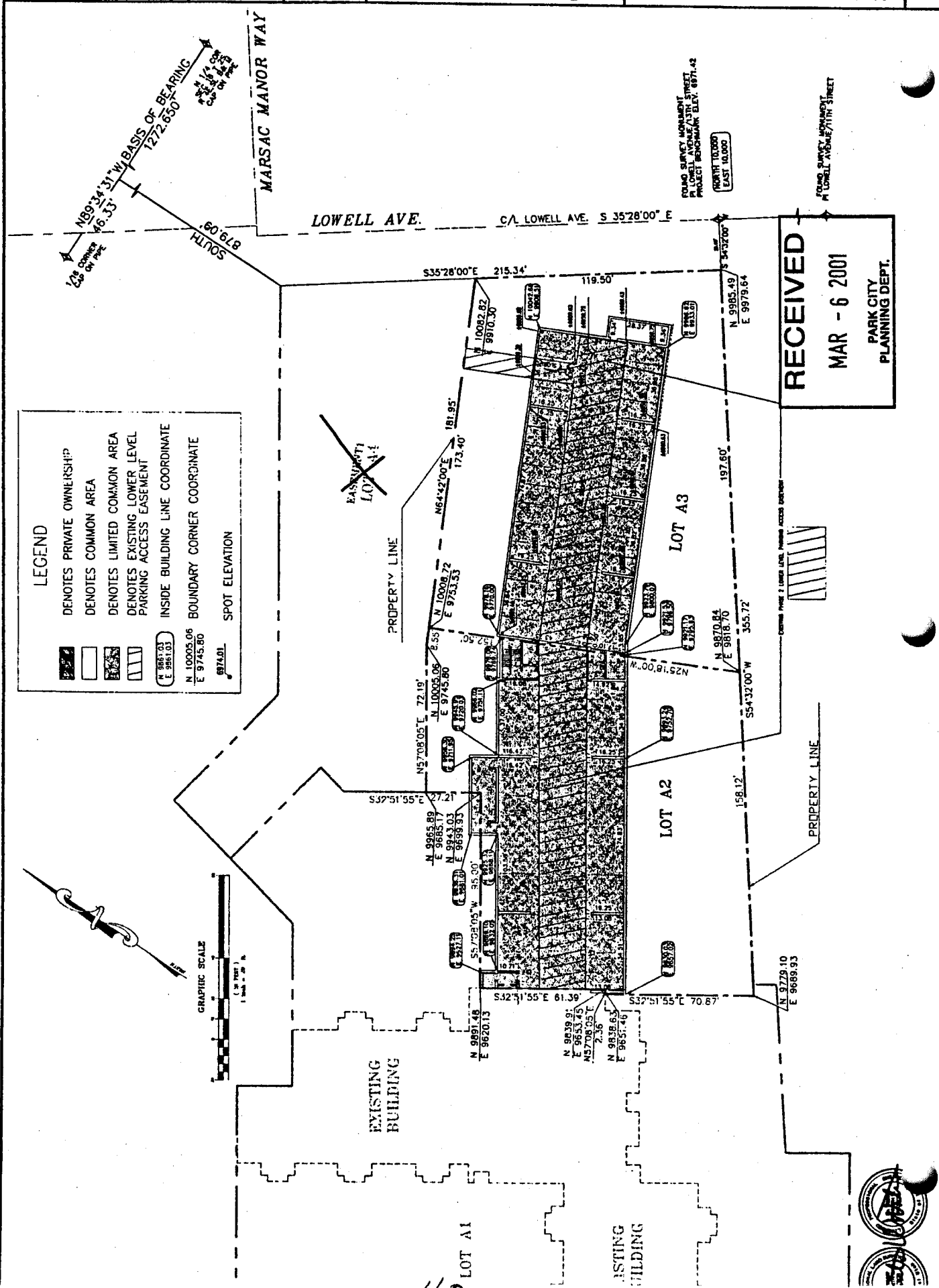
Mayor Bradley A. Olch

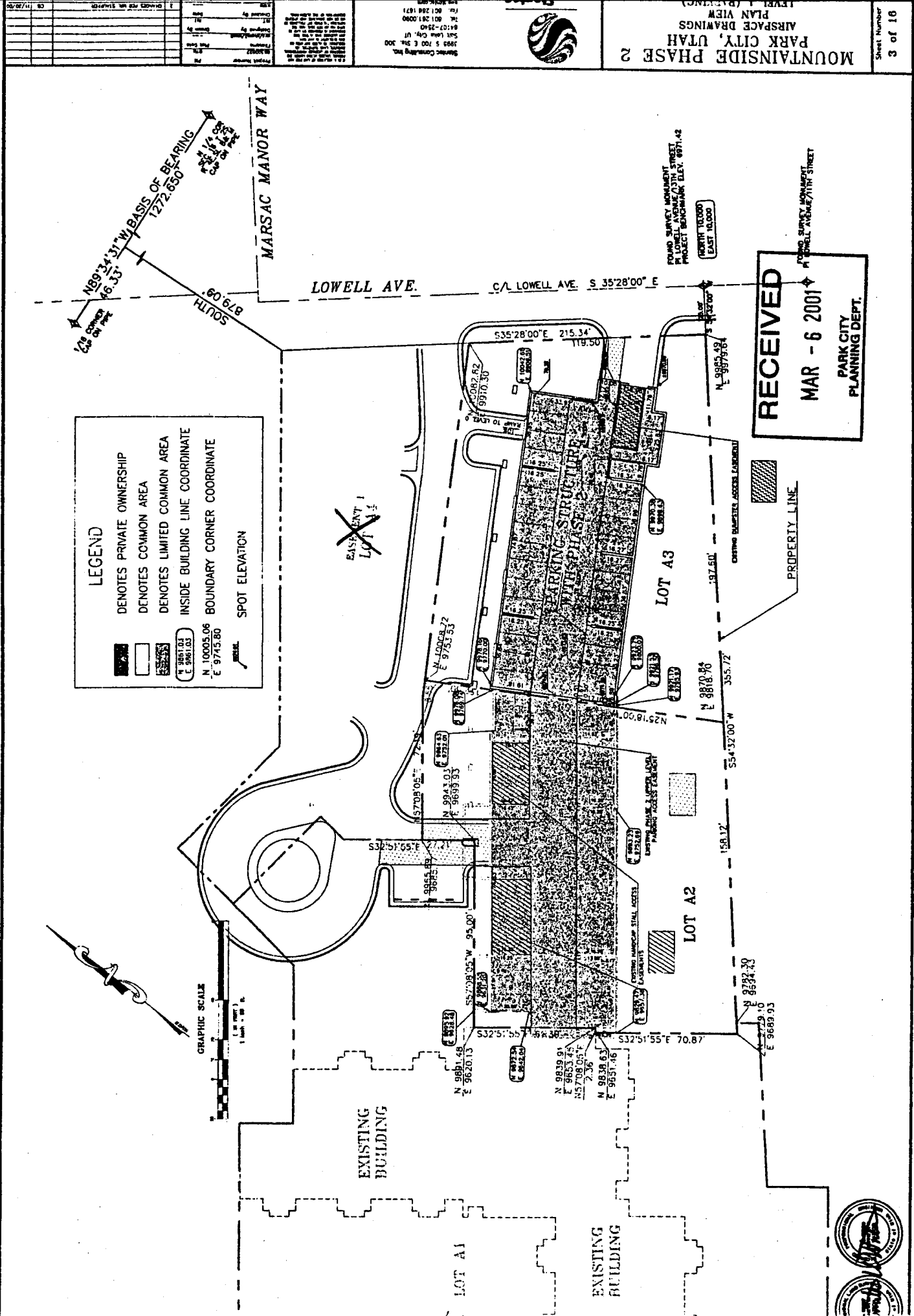
Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



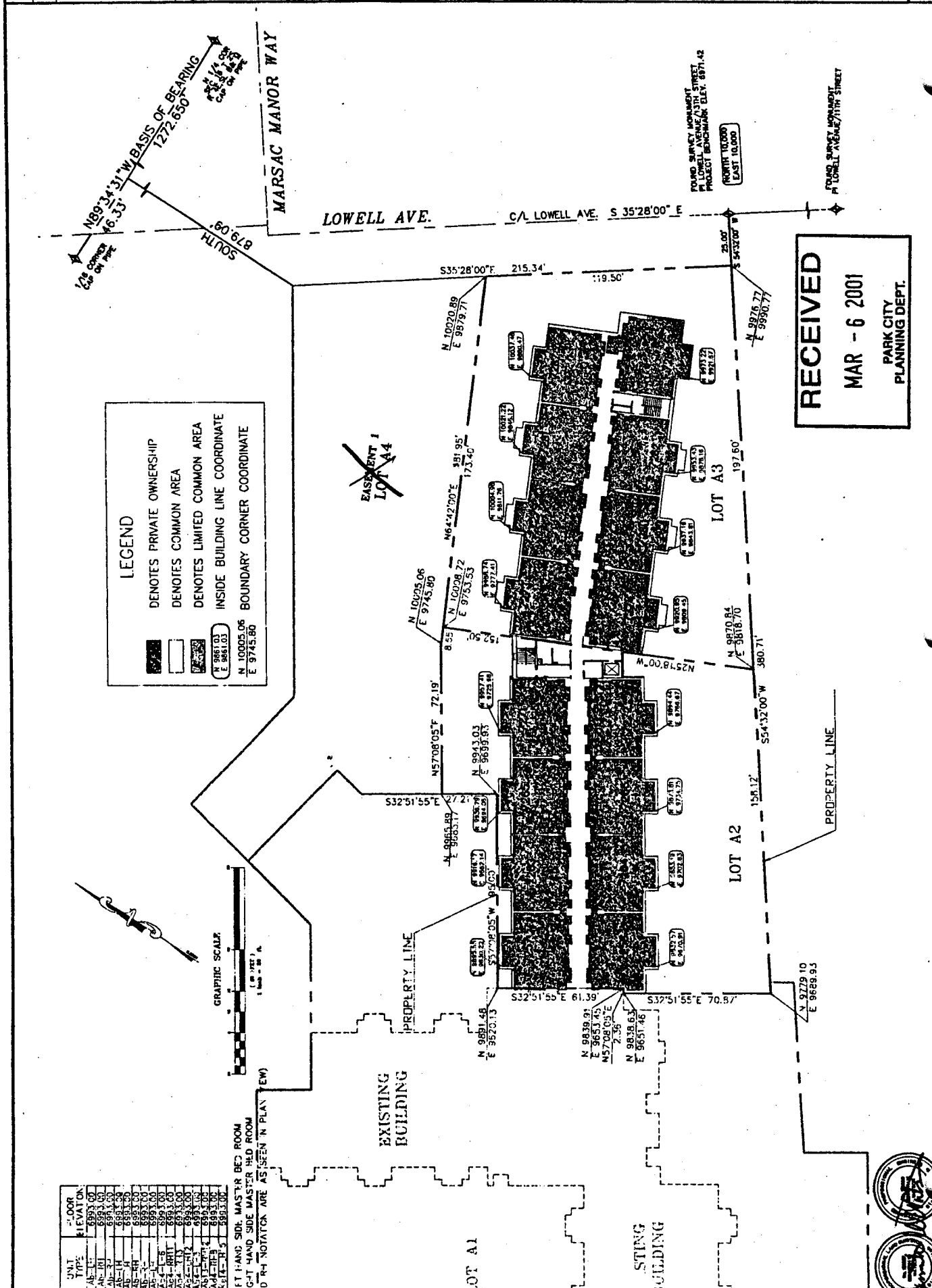


DATE	11/15/00
BY	W. J. B. / J. B. B.
CHECKED BY	W. J. B. / J. B. B.
APPROVED BY	W. J. B. / J. B. B.
PROJECT NO.	00-0000
PROJECT NAME	00-0000
PROJECT LOCATION	00-0000
PROJECT DESCRIPTION	00-0000
PROJECT OWNER	00-0000
PROJECT ENGINEER	00-0000
PROJECT ARCHITECT	00-0000
PROJECT LANDSCAPE ARCHITECT	00-0000
PROJECT CIVIL ENGINEER	00-0000
PROJECT ELECTRICAL ENGINEER	00-0000
PROJECT MECHANICAL ENGINEER	00-0000
PROJECT PLUMBING ENGINEER	00-0000
PROJECT FIRE ENGINEER	00-0000
PROJECT SAFETY ENGINEER	00-0000
PROJECT ENVIRONMENTAL ENGINEER	00-0000
PROJECT HISTORIC PRESERVATION ENGINEER	00-0000
PROJECT TRANSPORTATION ENGINEER	00-0000
PROJECT AERONAUTICAL ENGINEER	00-0000
PROJECT AGRICULTURAL ENGINEER	00-0000
PROJECT MARINE ENGINEER	00-0000
PROJECT METEOROLOGICAL ENGINEER	00-0000
PROJECT OCEANOGRAPHIC ENGINEER	00-0000
PROJECT POLITICAL ENGINEER	00-0000
PROJECT PSYCHOLOGICAL ENGINEER	00-0000
PROJECT SOCIAL ENGINEER	00-0000
PROJECT ECONOMIC ENGINEER	00-0000
PROJECT EDUCATIONAL ENGINEER	00-0000
PROJECT HEALTH ENGINEER	00-0000
PROJECT LEGAL ENGINEER	00-0000
PROJECT MANAGEMENT ENGINEER	00-0000
PROJECT MARKETING ENGINEER	00-0000
PROJECT OPERATIONS ENGINEER	00-0000
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PROJECT TRAINING ENGINEER	00-0000
PROJECT WRITING ENGINEER	00-0000



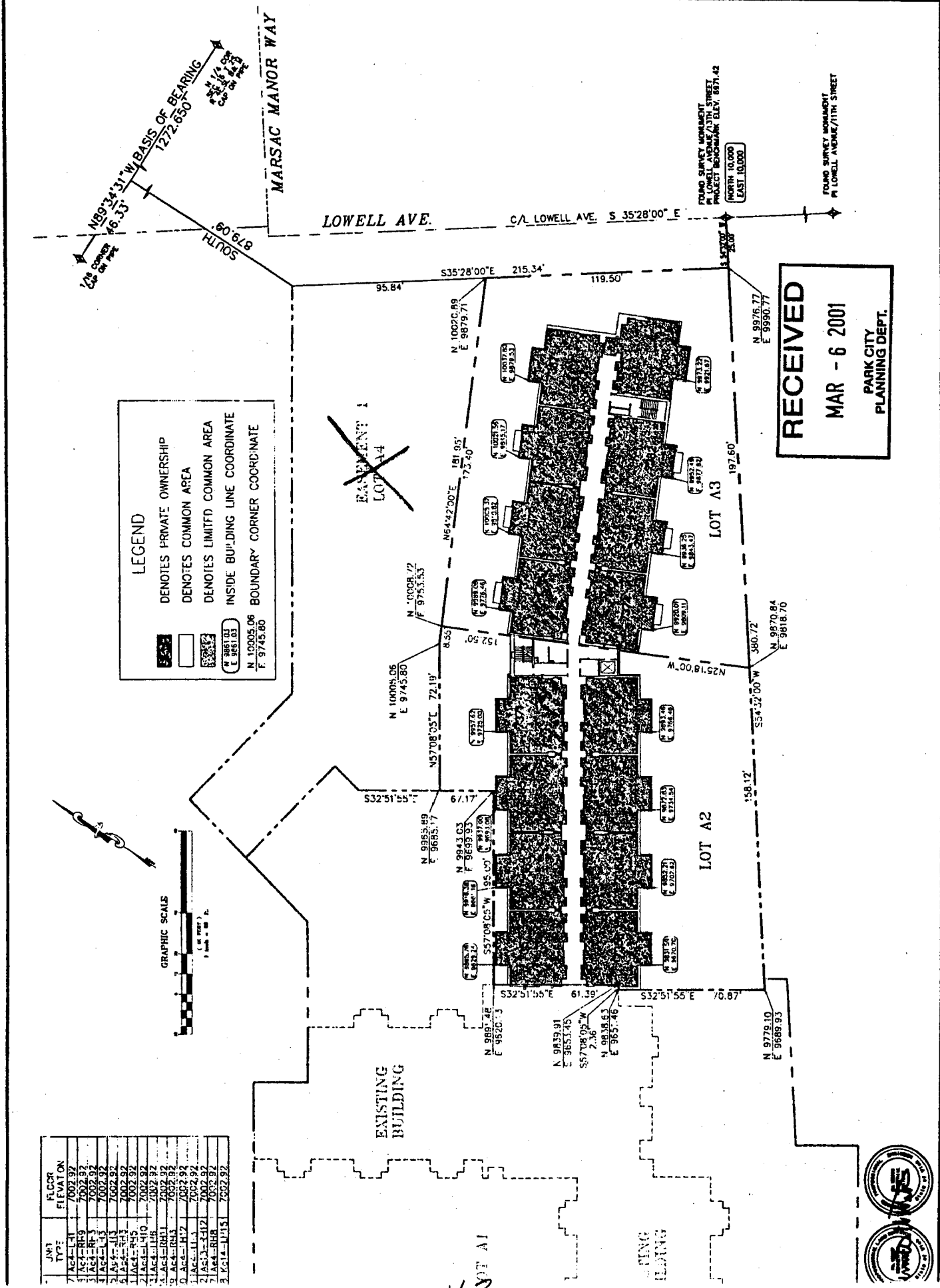
MOUNTAINSIDE PHASE 2
PARK CITY, UTAH
AIRSPACE DRAWINGS
PLAN VIEW LEVEL 2

Sheet Number
4 of 16



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LEGEND

 DENOTES PRIVATE OWNERSHIP

 DENOTES COMMON AREA

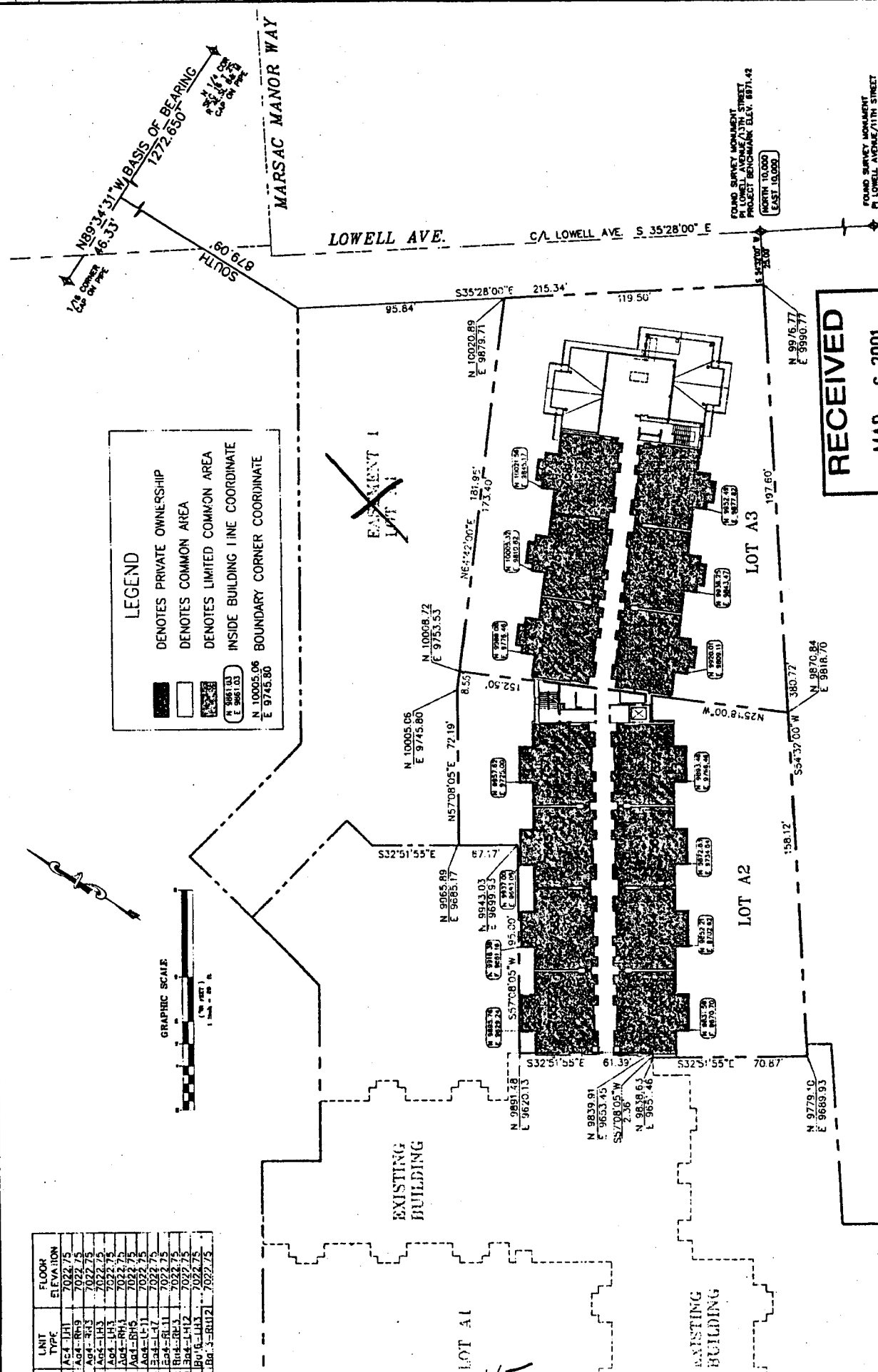
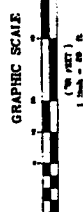
 DENOTES LIMITED COMMON AREA

INSIDE BUILDING LINE COORDINATE

BOUNDARY CORNER COORDINATE

 P 9481.03
E 980.13

N 10005.06
E 9745.80



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45
15 J01

LEGEND

 DENOTES PRIVATE OWNERSHIP

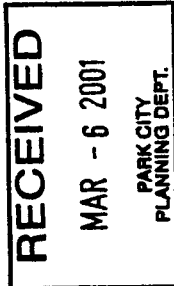
 DENOTES COMMON AREA

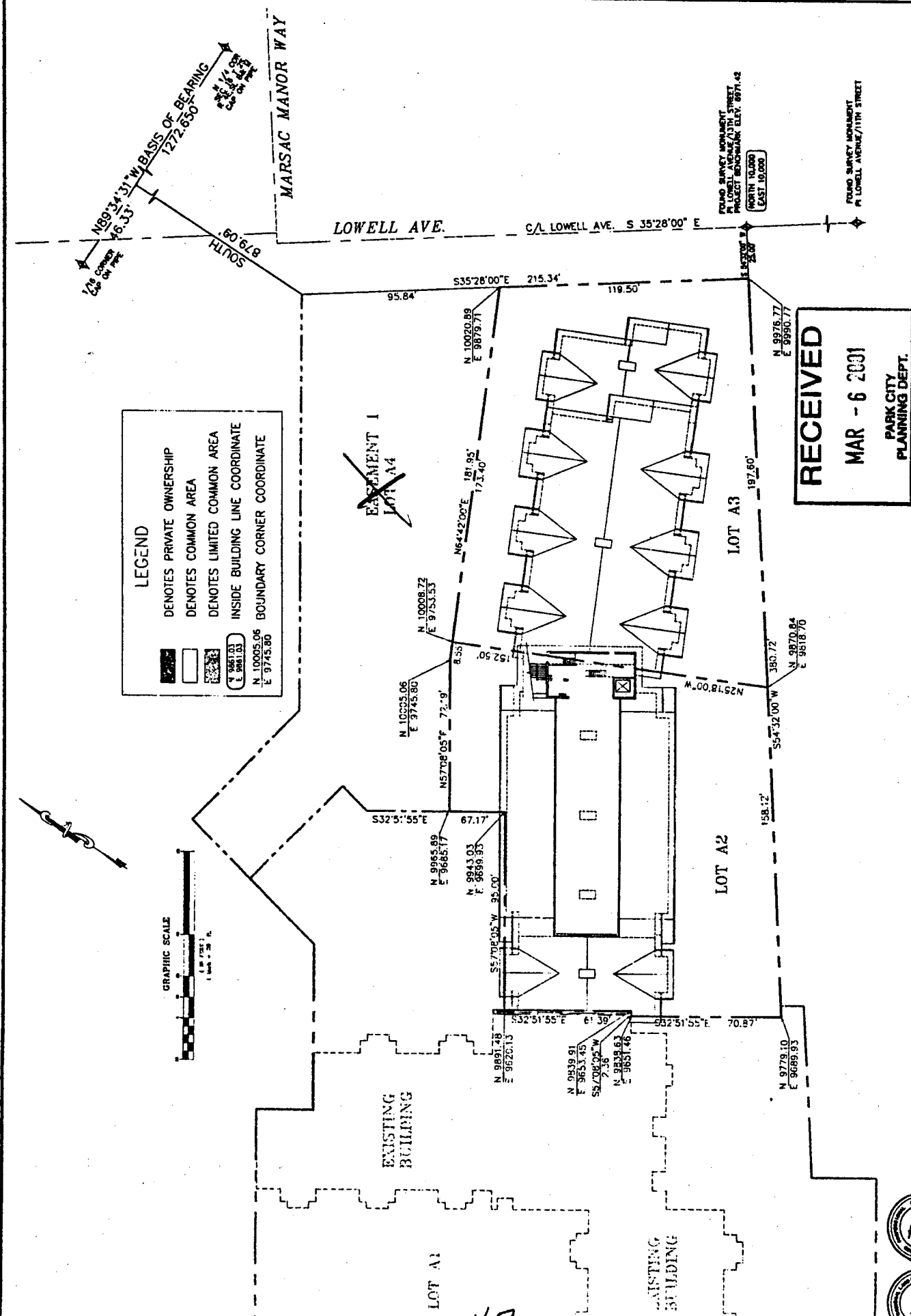
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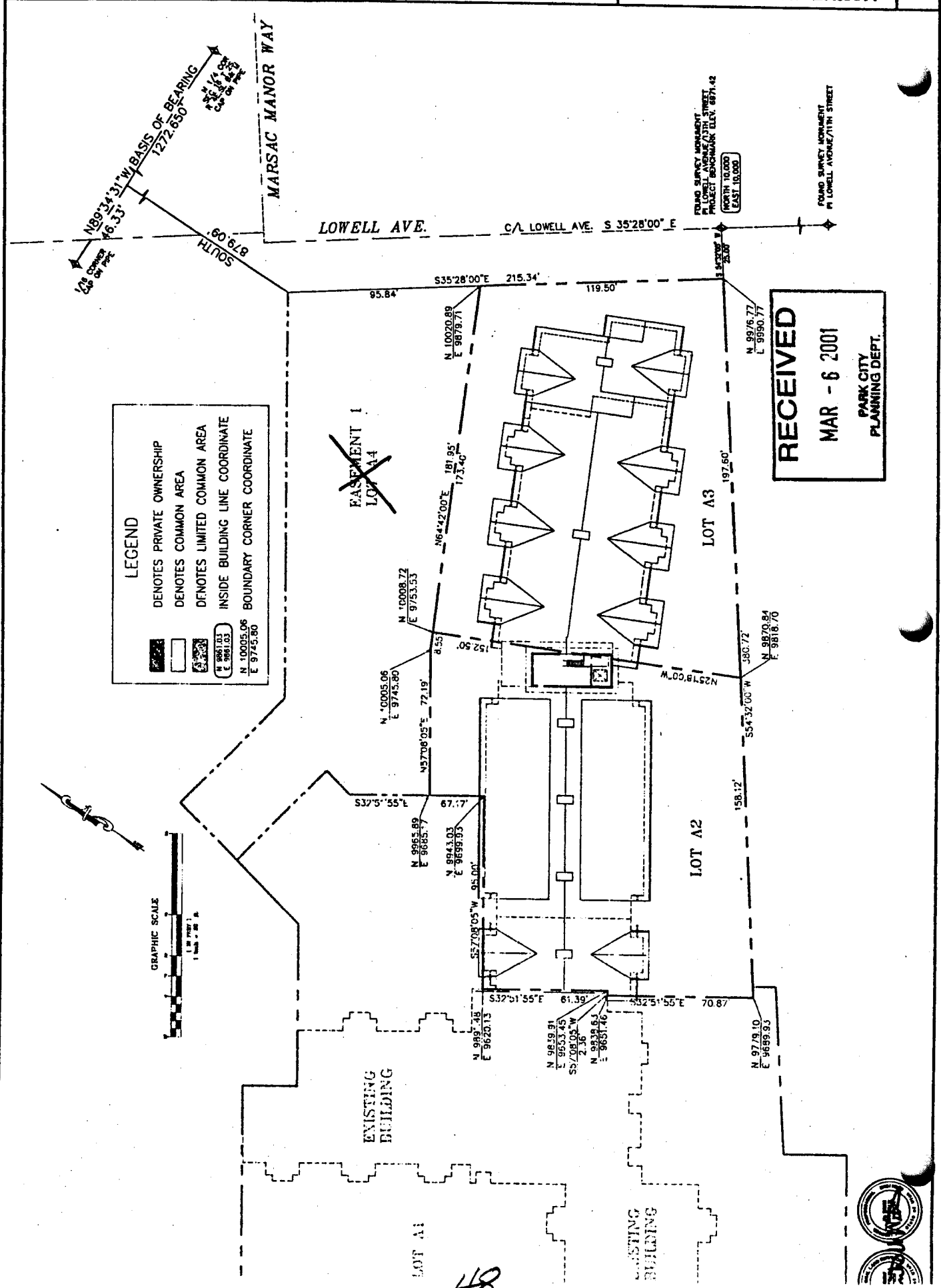
 INSIDE BUILDING LINE COORDINATE

 BOUNDARY CORNER COORDINATE

N 10005.06
E 9745.80

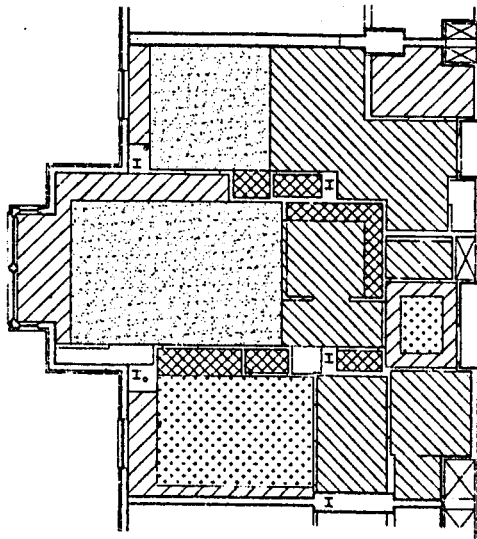




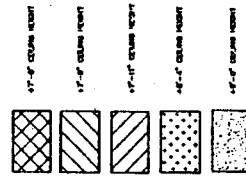


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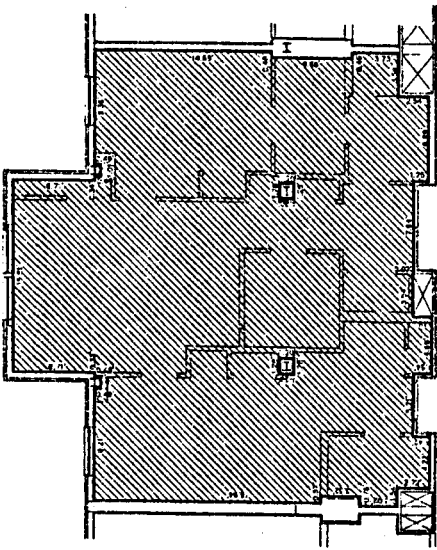
1585 S 200 E, SUITE 200
 SALT LAKE CITY, UT 84115
 TEL: (801) 261-0090
 FAX: (801) 261-0091
 WWW: WWW.SANTER.COM



LEGEND

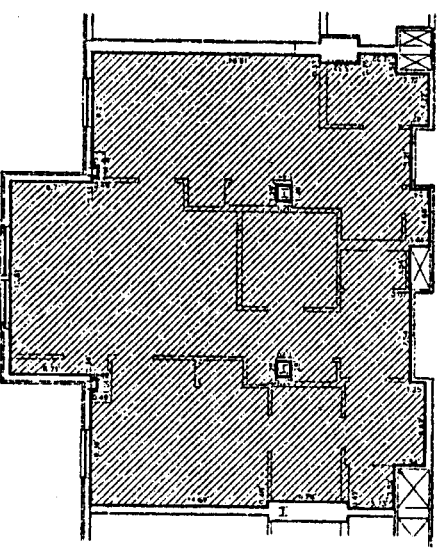


UNIT B6 (4th FLOOR UNITS)

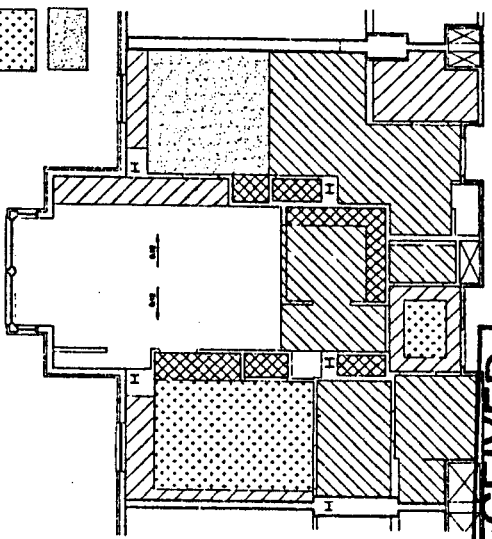


FLOOR PLAN, UNIT TYPE AC RH
 (For Vertical Height see page 11 of 15)
 PRIVATE OWNERSHIP AREA = ±1200 S.F.

LEGEND



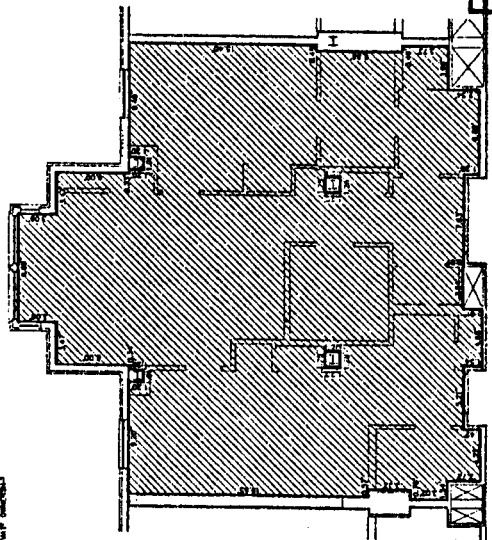
FLOOR PLAN, UNIT TYPE AC LH
 (For Vertical Height see page 11 of 15)
 PRIVATE OWNERSHIP AREA = ±1200 S.F.



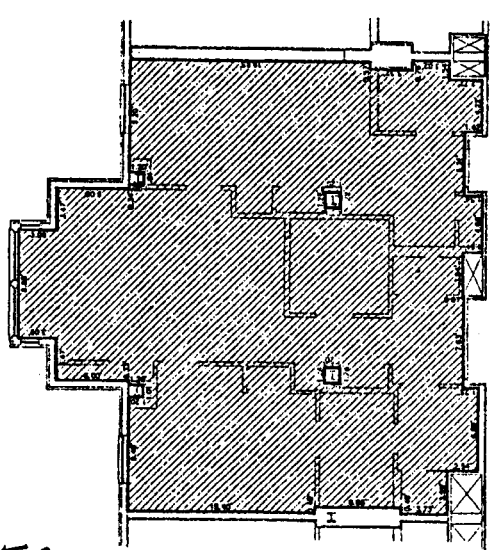
UNIT B6 (5th FLOOR UNITS)

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SCALE: 1 INCH = 5 FEET



FLOOR PLAN, UNIT TYPE B6 RH
 WITH LIVING ROOM W/BAY
 PRIVATE OWNERSHIP AREA = ±1200 S.F.

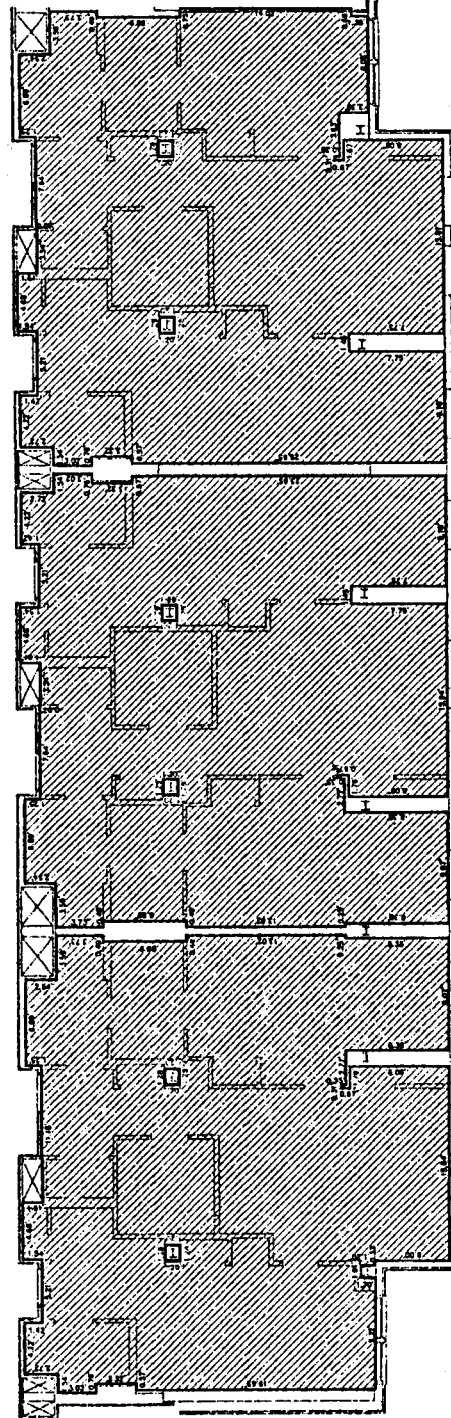
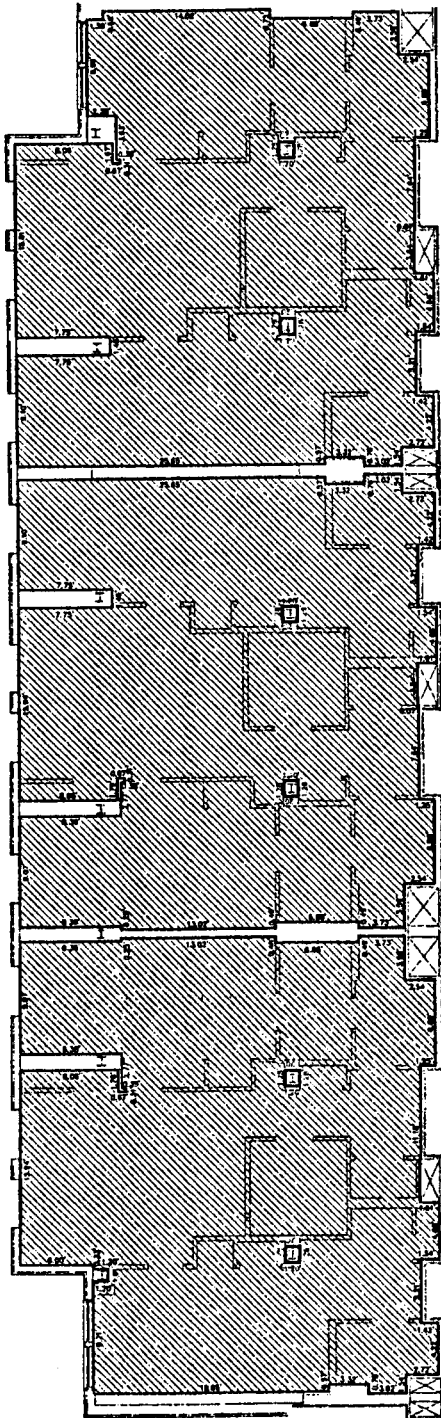


FLOOR PLAN, UNIT TYPE B6 LH
 WITH LIVING ROOM W/BAY
 PRIVATE OWNERSHIP AREA = ±1200 S.F.

UNIT Jd-LI MASTER BEDROOM (UNIT 7663)
PRIVATE OWNERSHIP AREA = ±1200 S.F.

UNIT Hg-LH MASTER BEDROOM (UNIT 7665)
PRIVATE OWNERSHIP AREA = ±1200 S.F.

UNIT Gg-RH MASTER BEDROOM (UNIT 7671)
PRIVATE OWNERSHIP AREA = ±1200 S.F.



UNIT Jd-LI MASTER BEDROOM (UNIT 7664)
PRIVATE OWNERSHIP AREA = ±1200 S.F.

UNIT Hg-RH MASTER BEDROOM (UNIT 7666)
PRIVATE OWNERSHIP AREA = ±1200 S.F.

UNIT Gg-LF MASTER BEDROOM (UNIT 7672)
PRIVATE OWNERSHIP AREA = ±1200 S.F.

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SCALE: 1 INCH = 5 FEET

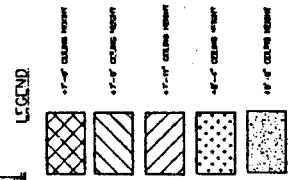
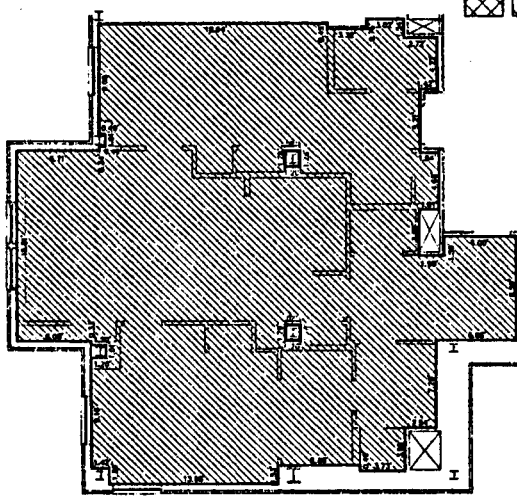
LEGEND



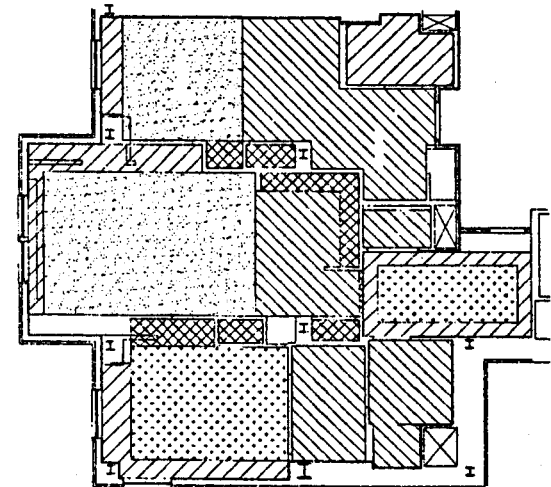
This architectural floor plan depicts a multi-story building with a complex layout. The plan is oriented vertically, with a central corridor running through the middle. On the left side, there are several rooms, some of which are marked with a cross-hatch pattern, possibly indicating a specific material or function. The right side features larger rooms, some with a dotted pattern, and a central staircase area. The plan includes various hatching patterns for different materials or areas, and labels for rooms and corridors. The overall design suggests a functional building with multiple levels and a central circulation space.

UNIT 20-1H MASTER BEDROOM (UNIT 7664)

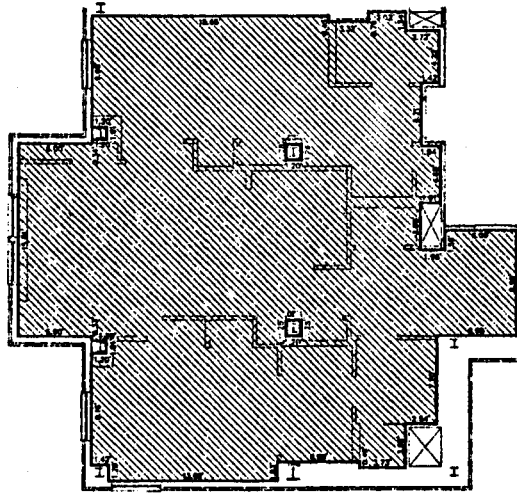
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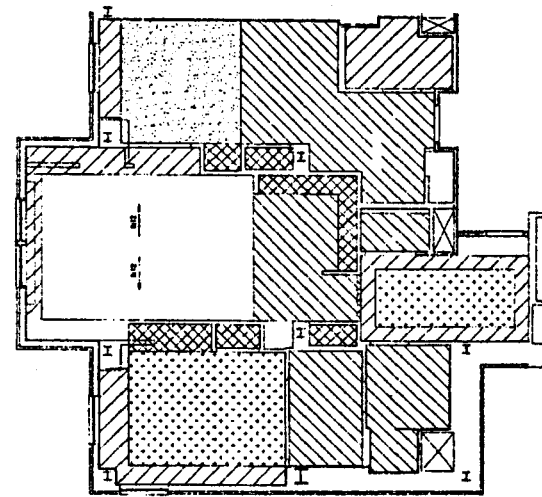
FLOOR PLAN, UNIT TYPES Kg, Ke
 (UNITS 7288 AND 7388)
 PRIVATE OWNERSHIP AREA = ±1200 SF.



FLOOR PLAN, UNIT TYPES Kg, Ke
 (UNITS 7288 AND 7388)



FLOOR PLAN, UNIT TYPE Kg, UNIT 7488
 PRIVATE OWNERSHIP AREA = ±1200 SF.

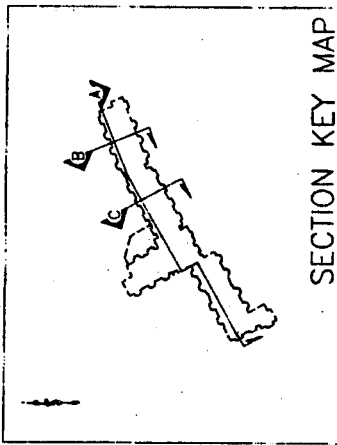


FLOOR PLAN, UNIT TYPE Kg, UNIT 7488

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SCALE: 1 INCH= 5 FEET



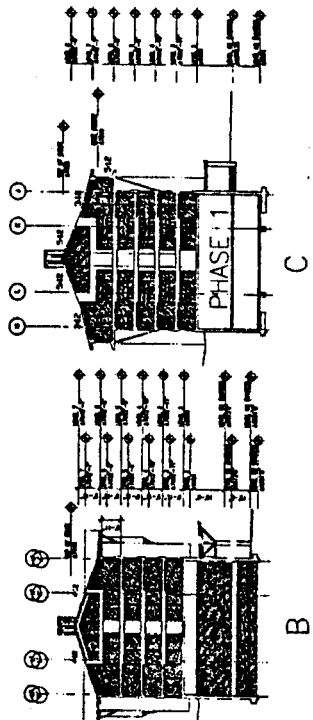


NOTES:

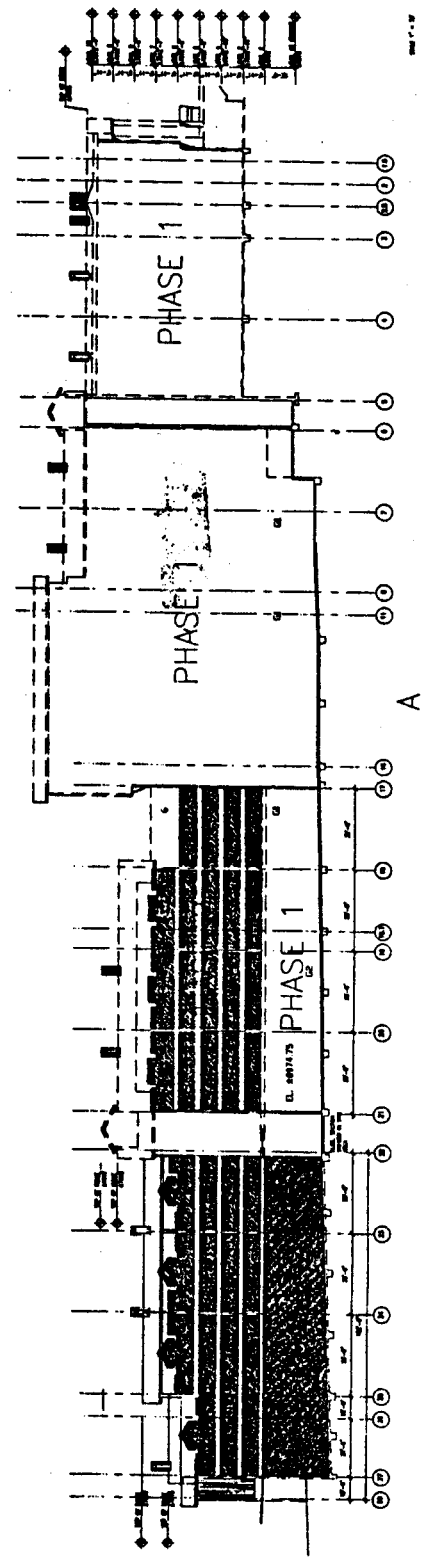
1. UNITS GENERALLY HAVE A FLOOR TO CEILING HEIGHT OF 7'-11". UPPER UNITS HAVE VAULTED AND PITCHED CEILING HEIGHTS WHICH VARY FROM 10' TO 15". UNITS SHOWN IN LONGITUDINAL SECTION ARE TYPICAL FOR UNITS ON EACH SIDE OF BUILDING.
2. OFFICES, EQUIPMENT ROOMS AND ATTIC SPACES IN TOP OF BUILDING ARE DESIGNATED AS COMMON AREAS, BUT ARE NOT GENERALLY ACCESSIBLE TO UNIT OWNERS.
3. GARAGE/PARKING AREAS HAVE SLOPED FLOORS AND THE FINISHED FLOOR ELEVATIONS VARY.

LEGEND

- DENOTES PRIVATE OWNERSHIP (UNIT)
- DENOTES LIMITED COMMON AREAS WITH RESTRICTED ACCESS
- DENOTES COMMON AREAS WITH PUBLIC ACCESS



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PARK CITY
PLANNING DEPT.





DATE: April 19, 2001
DEPARTMENT: Capital Management & Budget
AUTHOR: Tom Bakaly, Assistant City Manager
TITLE: Legislative Consulting Agreement with Lee & Smith Law Firm
TYPE OF ITEM: Administrative - Consulting Services Agreement

SUMMARY RECOMMENDATIONS: The City Council should authorize the City Manager to enter into a service provider contract in a form approved by the City Attorney's Office with the Lee & Smith Law Firm for an amount of \$63,500 (\$58,500 retainer and \$5,000 in expenses) for a one year contract.

DESCRIPTION:

A. Topic: Consulting services relating to federal funding requests.

B. Background: In September of 1998, the City entered into a legislative consulting contract with the firm of Holden/Bosworth. The annual amount of the contract was roughly \$47,000 including expenses. Thanks to the efforts of Mr. Bosworth, the City was able to secure the \$8.8 million in federal funding needed for the transit center. The City has not actively used (or paid) for Mr. Bosworth's services since the conclusion of the FY 2001 Federal Budget process in December. The City has been pleased with Mr. Bosworth's performance, but his expertise lies in securing transportation funding. While the City will still attempt to receive federal funds for buses, the City's focus in Washington will be on water issues.

Given the complexities of the federal funding processes, the necessity for federal funding in support of successful regional water systems, the urgency of some local projects with respect to time frames, and the frequent necessity to communicate our water interests with members of Congress and the federal administration, it is apparent to staff that our interests in Washington continue to need hands-on management.

C. Analysis: The City has learned a lot about the Washington consulting business over the last 3 years. Staff has learned that it is very important that the consultant be located in Washington, D.C. While effective, Mr. Bosworth is located in Boston. Staff has also learned that familiarity with a particular subject matter and the processes involved is as important as the consultant's contacts. Lastly, Staff believes that a connection with Utah representatives is also very important. Staff felt that it was important to find a consultant with Water experience and ties to Utah due to the collaborative nature of the City's upcoming water projects and the pipeline.

Through an informal selection process in which the City spoke with a few consulting firms, Staff has selected the Law Firm of Lee and Smith. The City's primary consultant contact with the firm will be Mr. Jim Barker. Mr Barker recently joined the firm and has over 20 years of Washington D.C. experience. Mr. Barker was the Staff Director and Chief Counsel of the Water and Power Subcommittee of what is now called the Resources Committee for four years. He has extensive experience in writing and helping pass the 1992 Omnibus Water Projects Bill. Mr. Barker was Chief of Staff for Congressman Jim Hansen during the late 1980s. Most Recently, Mr. Barker was Chief of Staff for Senator Robert Bennett. Due to this fact, Mr. Barker will not be able to interact with Senator Bennett's Office for one year in compliance with Federal regulations. City Staff has primarily interacted and developed its own relationships with other members of Senator Bennett's Staff, and will handle the interaction with that office in the future. The majority of future Washington interaction will be with the House of Representatives (House) for water appropriations. Mr. Barker's contacts with the House should be especially useful.

Projects: We are now at a critical time with the federal appropriations process for Water projects. The City already has an authorization for technical planning design and engineering services for the pipeline project. There is an excellent opportunity during the next 6 months for the City to receive an appropriation and be able to formally begin design and engineering work on the pipeline project. The City also needs to continue work on receiving authorization for partial funding of construction of the pipeline. Any federal funds received for the pipeline project will reduce the amount of water user fee increases needed to fund that project.

Fee for Services: In return for consulting and representation services, the City pay Lee and Smith sixty three thousand five hundred dollars (\$63,500). This total fee includes a fifty eight thousand five hundred dollar (\$58,500) retainer, and five thousand dollars (\$5,000) for expenses. The total fee shall represent compensation in full for consulting services up to and including thirty (30) hours per month, including expenses. Further details regarding payment and fee structure can be found in Exhibit B of the attached consulting services agreement.

Scope of Services: The overall objective of the consulting services agreement is for the consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources and waste water resources. The consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;
5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

D. Department Review: This staff report has been reviewed by the City Manager's Office, Capital Management and Budget Office, Public Works Department and the Legal Department.

ALTERNATIVES: The City is relatively new to the federal funding arena. However, our recent experience demonstrates that there are avenues within Congress and the administration to achieve federal funding for local projects. We can continue to explore these options ourselves. However, dealing with the federal government is complex, and we have no guarantees of success. Some strings may be attached to federal money which could generate increased staff time and governmental oversight. It is the opinion of staff that political processes such as this are often best left to those with relevant experience and political connections.

A. Approve the Request: City Council could approve the contract with Lee & Smith for legislative consulting issues.

B. Deny the Request: City Council could deny the request and not hire a Washington consultant at all.

C. Continue the Item: We are not under any contractual or statutory deadlines and the matter could be considered later.

D. Use Someone Else: If Council is not satisfied with Lee and Smith's credentials, has someone else in mind, or would like to solicit additional services through a formal RFP process, those too are options. By comparison with other agencies having similar consultants (some agencies spend more than \$100,000 per year for similar services), Lee & Smith's fees are quite reasonable.

E. Do Nothing: Same as denying the request

SIGNIFICANT IMPACTS: The cost of Lee & Smith's services through the next year will be about \$63,500 depending on expenses. There are sufficient funds in the Water Fund for this project. At stake in Congress is currently about 1.5 million in federal funding for Park City buses and about \$30 million for water projects. The City has had discussions with the Snyderville Basin Sewer Improvement District (SBSID) about sharing in the cost of the consultant. Staff believes that there be a future opportunity to defray some of the costs of the contract with assistance from the SBSID and/or Summit County.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: There are probably few direct consequences as we may or may not receive federal funding with or without the help of Lee & Smith or any other consultant.

RECOMMENDATION: The City Council should authorize the City Manager to enter into a service provider contract in a form approved by the City Attorney's Office with the Lee & Smith Law Firm for an amount of \$63,500 (\$58,500 retainer and \$5,000 in expenses) for a one year contract.

**PARK CITY MUNICIPAL CORPORATION CONSULTING
SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into in duplicate this ____ day of April, 2001, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and LEE & SMITH, PC, having a street address of 1101 30th Street, N.W., Suite 200, Washington, DC 20007 ("Consultant").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

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

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

1. SCOPE OF SERVICES.

Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Consultant responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A. The total fee for consulting services pursuant to this Agreement shall be **Sixty Three Thousand Five Hundred Dollars (\$63,500)**, including expenses, as set forth in the Compensation Schedule, attached hereto and incorporated herein as Exhibit B.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall run for a term of one year, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for consulting services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by Consultant except for services identified and set forth in this Agreement.

- C. For all additional consulting services the City requires, the City shall pay Consultant for work performed under this Agreement according to the Compensation Schedule attached hereto as Exhibit B.
- D. Consultant shall submit to the Assistant City Manager or his designee on forms approved by the Assistant City Manager, an invoice for services rendered during the pay period. The City shall make payment to Consultant within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. Consultant reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. Consultant, 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. Consultant 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 Consultant's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Consultant/City relationship will be created by this Agreement. No agent, employee, or representative of Consultant shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of Consultant are not entitled to any of the benefits the City provides for its employees. Consultant 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 Consultant 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. **CONSULTANT EMPLOYEE/AGENTS.**

The parties to this Agreement hereby acknowledge and agree that Consulting Services performed by Consultant pursuant to this Agreement shall be performed primarily by Mr. James C. Barker, who may at all times seek and rely upon the advice and counsel of David B. Lee, C. William Smith, and other members of Lee & Smith, PC.

7. **HOLD HARMLESS INDEMNIFICATION.**

A. Consultant 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 Consultant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Consultant; and provided further, that nothing herein shall require Consultant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. Consultant expressly agrees that the indemnification provided herein constitutes the Consultant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Consultant claims or recovers compensation from the City for a loss or injury that Consultant 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. **PROFESSIONAL PERFORMANCE.**

Consultant agrees to perform the work under this contract to the satisfaction of City. Payment by City of invoices submitted by Consultant shall signify that Consultant has performed, to City's satisfaction, the work for which the charges were made.

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 Consultant pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. Consultant, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Consultant 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, Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. Consultant shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. Consultant 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. **CONFLICT OF INTEREST.**

Consultant covenants that he currently has no interest, and shall not acquire any interest, which would conflict in any way with the performance of this agreement. No member, officer or employee of City or of a local or state public body during his tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof.

16. **MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

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

17. **TERMINATION.**

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

18. **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.

19. 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.

20. 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.

21. 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.

22. ENTIRE AGREEMENT.

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

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PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Janet M. Scott, City Recorder

Mark D. Harrington, City Attorney

James C. Barker, Member

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

The overall objective of this consulting services Agreement is for Consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources and waste water resources. Consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;
5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

EXHIBIT B

COMPENSATION SCHEDULE

Total Fee: The Total Fee for consulting services pursuant to this Agreement shall be Sixty Three Thousand Five Hundred Dollars (\$63,500). This Total Fee includes a Fifty Eight Thousand Five Hundred Dollar (\$58,500) retainer, and Five Thousand Dollar (\$5,000) for expenses. The Total Fee shall represent compensation in full for Consulting Services up to and including thirty (30) hours per month, including expenses.

Invoice/Payment Schedule: The Total Fee shall be divided into twelve (12) equal monthly installments to be invoiced and paid as set forth in Paragraph 3 of this Agreement.

Additional Work: For all Consulting Services performed by Consultant pursuant to this Agreement in excess of thirty (30) hours for any monthly payment period, City shall compensate Consultant at a rate of One Hundred Ninety Five Dollars Per Hour (\$195.00/hour).

