PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 25, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Consultant

Scott Loomis, Director of Mountainlands Community Housing Trust; Gil Blonsley, senior housing consultant

1. **Council questions/comments.** Marianne Cone encouraged the public to see the bus shelter art work at Silver Lake and Councilmember Erickson thanked Public Works for its maintenance of the streets. Joe Kernan acknowledged staff's participation on tax reform legislation discussions which is critical. He referred to a list of recommendations he compiled associated with trails, including improved signage and connections, specifically the dead-end of the narrow sidewalk adjacent to the golf course. The Mayor expressed his appreciation of Officers Ed Clouse, Darwin Little, Ron King, Nick Kingery, Mark Schaerrer and Mary Ford with regard to closing the Eric Low case. He introduced Polly Samuels McLain, the newly hired Assistant City Attorney.

2. **Affordable housing update.** Phyllis Robinson referred to her staff report outlining housing accomplishments over the past fiscal year, a request for policy direction on future items, and a discussion on senior housing. Forty-six percent of City full-time regular employees reside within the employee housing boundaries which is consistent with the School District boundaries. The City provides incentives including a monthly employee housing allowance, and opportunities for home ownership in Silver Meadows, including the second home mortgage program approved last year. She added that affordable housing obligations associated with developments are beginning to appear; the first two Talisker units in Empire Pass will be deed restricted and staff is negotiating with the developer of Silver Star on his housing component. Ms. Robinson pointed out that the current resolution allows for the reduction in unit equivalent requirements in exchange for affordability, which Silver Star is likely to utilize. Staff is also working on an updated methodology for calculating exclusionary housing requirements, defining employee generation numbers, and updating the in lieu of fee formula. The resolution now provides for an accompanying workbook which contains a lot of information and Ms. Robinson suggested simplifying this material for the benefit of all parties. SB60, requiring jurisdictions to adopt a moderate income housing element, was recently enacted by the state legislature and Park City substantially complies with state law without performing any additional work. Phyllis Robinson pointed out the regional cooperation feature and the bi-annual reporting requirement of the legislation.

She suggested maintaining a long-term strategic housing plan so that the City's goals are clear to everyone, like focusing on ownership housing for instance. The target income market is based on 60% or below of the area median income for a family of four, or about $50,000, and home ownership programs generally reach 80%, which is generally the cut-off for federal programs. She pointed out the benefits of the City's assistance in preserving the Holiday Village and Parkside rental stock and the challenges of providing opportunities for ownership. She felt that creating a strategic plan with clear housing goals will better guide developments, provide a plan for the use of *in lieu of* fees and benchmark information. The City has done a great job of keeping people living and working in the community but as the need for affordable housing grows, she suggested looking at redevelopment opportunities and financial tools like second mortgage and down payment assistance, etc. She discussed a lease-purchase option which has been successful in other communities and pointed out that there are a variety of financial models to consider. In response to a question from the Mayor, it was explained that the obligations outlined in the MPD for the PCMR base area still exist. Although the Marriott Mountainside had no housing requirement, there may be an opportunity to initiate negotiations on employee generation and associated housing demands with the renewal of the CUP There was discussion about the unit equivalent being 800 square feet and valued at about $60,000, which will be reevaluated in today's market.

In response to a question from Kay Calvert, Ms. Robinson stated that the recommended target market is households, averaging 3.1. Ms. Calvert expressed her concerns about the difficulty for young single citizens to find affordable housing. Ms. Robinson spoke about the older product in town, lost opportunities, and the benefits of community outreach and education programs. Ms. Calvert discussed the possibility of redeveloping old housing stock, rather than building new housing and Ms. Robinson felt this is feasible. The Mayor pointed out the complications created by condominium ownership and the challenges in obtaining 51% concurrence within a project. Ms. Robinson agreed but felt there may be interested sellers with a block of units and pointed out that units can be sold individually and mixed use projects are desirable. Talisker's obligations were explained. Candace Erickson expressed her surprise that 70% of residents live and work here, because of the large number of commuters. She stated that she supports the concept, but pointed out the difficulty in tracking where people work. Ms. Robinson added that another component is working with larger employers in the region to provide housing for their workers.

With regard to identifying the target market, Jim Hier supported the recommendation in the staff report for a moderate income product and to reevaluate the plan every two years, consistent with state law. This is a change from the City's focus on low income rental housing. He believed that the rents for older stock are still low enough that there doesn't appear to be an advantage of including it in a monitored affordable housing program. Ms. Robinson pointed out that the advantage in converting is the ability to purchase, and Mr. Hier emphasized the importance of the property being owned by individuals and not the developer, obligated to provide affordable housing. He felt that managing financial assistance is a huge responsibility which probably should lie with a Housing Authority, not the City. As land becomes more expensive within the City, the ability to provide affordable housing will become more difficult and the outlying areas by default, become options. He felt the City should entertain these out-of-town proposals if accompanied with a transportation plan. Phyllis Robinson relayed that in relation to compliance with SB60, regional housing has come up in discussions with Summit County. She acknowledged that the School District boundaries are similar to the regional transportation area and felt including transportation is a good beginning.

Joe Kernan believed that ownership should be the focus, but expressed concerns about the feasibility of young citizens acquiring property at an affordable price. Candace Erickson found that there are older for-sale condos available, priced around $100,000 and discussion ensued about how quickly real estate sells. Mr. Kernan interjected that younger people can't afford to buy anything new, and Ms. Robinson pointed out that some individuals have purchased new housing in outlying areas in the $180,000 to $250,000 range. Mayor Williams stated that he would have loved to buy property when he was 25 years old, and encouraged Council members to acknowledge the realities of purchasing a home. Mr. Kernan expressed his support of exploring reviving the Housing Authority, specifically because of its bonding ability to provide more opportunities in the community.

With regard to senior housing, Ms. Robinson explained that assisted living has been added to Council Goal #9, sustainable place to live, but pointed out the many types of housing within this category. She relayed that she met with Gil Blonsley, a local senior housing expert and acknowledged that the service component is not her area of expertise and recommended collecting solid data on senior housing needs to formulate a policy, which was supported by Council members. Council members Cone and Hier expressed the need for an analysis of local needs and Ms. Erickson added that it would be helpful to include existing facilities in proximity to Park City. Gil Blonsley explained in detail, the varying level of care associated with nursing homes, assisted living, and senior housing. About 20% of senior housing is publicly owned and Kay Calvert discussed the potential for the private sector performing an analysis of the market as part of its interest in building senior housing here. Candace Erickson was pleased to add senior housing to the plan, and felt that providing basic practical housing for seniors is important.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 25, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 25, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Myles Rademan, Public Affairs Director; Lloyd Evans, Chief of Police; Ray Milliner, Planner; Brooks Robinson, Planner; and Brian Anderson, Parking Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Myles Rademan reported that a new group, 20/30 Vision, will be convening Tuesday evening. This meeting is open to the public but participation is limited to individuals in their 20s and 30s.

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

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

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance amending Section 9-2-3 of the Municipal Code of Park City, providing for regulation of stopping or parking on streets in the Parking Code – Mark Harrington referred to a draft ordinance in the meeting packet, which clarifies that hot air balloons qualify as vehicles in the Motor Vehicle Code where obstructing traffic is prohibited. There is a similar provision in the City's codes for construction activity and delivery vehicles which are regulated. He emphasized that this legislation holds hot air balloons to the same standards as others, and does not prohibit balloons from landing. He referred to minimum operational requirements in terms of landing in residential areas, where there is almost no enforcement. Currently, the City responds on a complaint basis and the police would like the ability to cite an operator if a traffic problem is being created and the City Prosecutor has advised that this ordinance is the best solution.

Kay Calvert asked about hot air balloons parked on the side of the street, but still allowing for cars to move around them and Mark Harrington advised that as long as there is one open travel lane, there is no problem. Sometimes there are balloons, support vehicles, and clients milling around the street, but 99% of the time there isn't a conflict. Occasionally, there is a situation where it is helpful for the police to have clearer authority. Ms. Calvert asked if the word, *obstruction*, is subjective and the City Attorney responded no and added that it is going to be *difficult* to receive a citation under this clause. Balloonists would have to be deliberately in the middle of the street, obstructing traffic. He reiterated that they would be treated under the same standard as any other vehicle in the right-of-way. Council member Erickson questioned the frequency of these problems. The City Attorney explained the good informal relationship the City has enjoyed with balloonists over the years, but there are instances where the police need authority to cite an individual who refuses to cooperate. Jim Hier asked if there is a regulation for other things that could include balloons rather than describing them as vehicles, and Mr. Harrington explained that the Prosecutor could not find anything else that was applicable. The City adopts the Uniform Vehicle Code reference which doesn't address hot air balloons and the Legal Department felt this ordinance is an easy clarification which holds the balloons to the same standard as others. He continued that officers rely on clear standards for the benefit of both the alleged violator and the complainant. There was discussion about other aircrafts, like hand-gliders, which are regulated by the FAA.

Chief Lloyd Evans stated that amending the parking code simplifies how these situations are handled. He agreed that there are other ordinances which could be affected, but they are misdemeanors (i.e., disturbing the peace, trespassing, etc.), and a parking citation seems to be most applicable. Jim Hier agreed with Ms. Calvert that the term, *obstructing*, is subjective. Chief Evans stated that it is not, and it means that traffic is not able to pass in either direction. Joe Kernan felt it is helpful for everyone to have clear rules. In response to Ms. Erickson's comment about the number of complaints, Chief Evans stated that the City receives complaints on an on-going basis about a number of things. This is a tool for officers to utilize in a non-complaint instance. He also believes the City has an excellent working relationship with balloon companies and stated that this is not an attempt to interfere with these businesses. Jim Hier felt that this is an effort to create a solution in search of a problem and questioned its purpose. Mark Harrington felt that the ordinance clarifies that balloonists are allowed to land in the street as long as traffic is not obstructed as described. Some operators have been resistant to cooperate, enforcement is currently confusing, and the amendment is recommended for consideration because it is relevant. In response to a comment made by Kay Calvert about the ordinance not improving response time, the Chief noted that the Department has identified a concern and the Legal Department recommends enacting this ordinance, which is a reasonable attempt to address non-compliant situations. The Mayor opened the public hearing.

Darren Wilde, owner of Morning Star Balloons, believes this is a non-issue and he believes that he and Mr. Ivers hold themselves to a higher standard already. It is not their intent to cause distractions or harm by interfering with traffic. He agreed with Ms. Calvert that the interpretation of *obstructing* the road and associated time frames are unclear, and he asked if buses making an eight point turn and blocking traffic two ways are compliant. He suggested that this ordinance may prompt poor landing decisions because of the fear of being cited and fined. Kay Calvert stated this is a big concern to her and asked for further clarification. Mr. Wilde explained that the operator may be distracted about paying a fine. There was discussion about the ease of moving a hot air balloon out of the way on the ground and Mr. Wilde reiterated that this is a non-issue. If the balloon is easy to move, Mr. Kernan expressed his confusion on why there is any resistance. Mr. Wilde stated that most likely it won't be a distraction but it's another thing to think about. Joe Kernan felt that having rules protects everyone and Mr. Wilde discussed the good communication among operators and their efforts to self-regulate.

The Mayor expressed his concern about an incident relayed to him by staff and other observers of the blatant disregard of a police officer's authority to clear the road. With regard to Mr. Wilde's comments, Mayor Williams still believed that safety would be the foremost priority of the pilot.

Myles Ivers, Park City Balloon Adventures, believed that the ordinance is subject to interpretation. He has been an operator for 20 years and blocking traffic has not been a problem. He questioned if this is an issue at all. Hearing no further comments from the audience, the Mayor closed the public hearing.

Marianne Cone suggested that the matter be continued for six months because education may be a solution. Mr. Hier recommended that action be removed from the Consent Agenda and discussed under New Business. In response to a question from Joe Kernan, the City Attorney explained that citations can be appealed like other traffic tickets. Lloyd Evans clarified that parking violations can be handled administratively and citations can be paid or appealed. Currently, if someone is charged with a misdemeanor traffic violation and pleads not guilty, the City Prosecutor handles the case. The ordinance proposes an administrative process as opposed to a criminal process, which staff deems more appropriate. He continued to explain that *obstruction* is adequately defined although the duration is not, and he discussed the delivery ordinance. The objective is compliance.

2. <u>Ordinance approving a record of survey plat for the Deer Valley Condominiums, located at 345, 355 and 365 Deer Valley Drive, Park City, Utah</u> – Ray Milliner explained that this changes three duplex buildings to condominium ownership and the Planning Commission reviewed and inserted a number of conditions and findings to prohibit any increase in size. The Mayor opened the public hearing.

Paxton Guyman, owner of one of the lots, stated that two building permits have been issued. The density and uses are the same and the application only addresses the condominium format. With no other comments, the public hearing was closed.

3. Ordinance approving the First Supplement to the Amended and Restated Record of Survey for Hotel Park City, located at 2001 Park Avenue, Park City, Utah – Planner Brooks Robinson explained that the record of survey is consistent with the MPD and CUP, and creates condominiums in the ten buildings under construction at the golf course. There are 32 units, 46 keys in the ten buildings, utilizing 16.5 unit equivalents. The Planning Commission forwarded a positive recommendation on August 10 consistent with the findings and conditions outlined in the ordinance. Mayor Williams invited the audience to comment and hearing no input, closed the public hearing.

V CONSENT AGENDA

With regard to Item 1, Marianne Cone expressed that she appreciated the Chief's explanation of the administrative process and supports that approach. Jim Hier noted that the spirit of the ordinance still allows balloonist to land on streets. Candace Erickson emphasized the value of hot air balloons in the community and preserving these businesses is important. This does not preclude non-compliant operators in the future and she felt it appropriate to provide the Police Department with better tools. Kay Calvert reiterated that the word, *obstruction*, is subject to interpretation in her opinion. Mark Harrington advised that staff will keep Council updated on all activities. The City has a good relationship with operators and the ordinance provides clarification which helps facilitate the ballooning activity, not distract from it. He added that the City has made its own property available for take-offs and landings which has been criticized by some citizens. This is a reasonable accommodation which carries some accountability. Kay Calvert felt that the police appeals committee would be a good recourse for complaints. Kay Calvert, "I move to approve Consent Agenda Items 1 through 3". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance amending Section 9-2-3 of the Municipal Code of Park City, providing for regulation of stopping or parking on streets in the Parking Code – See staff report and public hearing.

2. Ordinance approving a record of survey plat for the Deer Valley Condominiums, located at 345, 355 and 365 Deer Valley Drive, Park City, Utah - See staff report and public hearing.

3. Ordinance approving the First Supplement to the Amended and Restated Record of Survey for Hotel Park City, located at 2001 Park Avenue, Park City, Utah - See staff report and public hearing.

VI NEW BUSINESS

1. Award of a four-year contract, in a form approved by the Legal Department, to Ampco System Parking for parking services in the annual amount of $207,292 with an increase for the last two years based on the U S Department of Labor's Consumer Price Index for Services – Brian Anderson explained that a compliant procurement process was conducted and staff is recommending approving of the above-mentioned contact. The Mayor invited the public to comment on any aspect of parking services. Hearing none, Jim Hier, "I move to authorize staff to execute the contract for parking as described in the staff report". Kay Calvert seconded. Motion unanimously carried.

2. Authorization to staff to purchase 4.51 acres located at Aerie Drive and Deer Valley Drive (SR224) from Royal Street Corporation in the amount of $150,000 – The Mayor emphasized that open space bond monies will not be expended for the acquisition. If the property is not used for affordable housing, Council member Hier asked about the requirement to reimburse the RDA. The City Manager explained that the funds would need to be paid back to the RDA. By way of example he discussed reimbursing the RDA for the Bango-Wortley purchase which was initially contemplated for affordable housing and purchased with RDA funds. He advised that the funds for this purchase would derive from tax increment from the lower Park Avenue RDA, not bond proceeds. There was discussion about reviewing the purchase in a year and Jim Hier felt that if it is likely that the property will not be used for affordable housing, to purchase the land with General Fund or CIP monies. Tom Bakaly relayed that the General Fund can be reimbursed if affordable housing is ultimately built and there are existing funds in the CIP for the purchase. Candy Erickson commented that her concern is identifying the use of the property at some defined point.

Myles Rademan explained that this transaction is a bargain sale agreement with Royal Street. In this market, the parcel is worth far more than $150,000 and under the agreement; uses are limited to open space trails or affordable housing. Jim Hier supported conducting an analysis to determine the land use as permanent open space or affordable housing. Marianne Cone discussed another option of accommodating both open space and affordable housing. Myles Rademan pointed out the intention of the purchase is to preserve the Lost Prospector Trail as it exists Jim Hier asked if the need for an RDA meeting is negated if the purchase is made with General Fund monies. The City Manager recommended holding the RDA meeting and denying the appropriation of RDA funds for the purchase.

Jim Hier, "I move we approve the purchase agreement for the purchase of the Royal Street land parcel, described in the staff report, with direction to purchase the land with five year CIP funds and direction to review the land for final disposition within a one-year time period". Candace Erickson seconded. Motion unanimously carried.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Candace Erickson, "<u>I move to close the meeting to discuss personnel, property and litigation</u>". Joe Kernan seconded. <u>Motion carried unanimously</u>.

The meeting opened at approximately 4:45 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, City Recorder

City Council
Staff Report

Budget, Debt and Grants

Author:	**Phyllis McDonough Robinson**
Subject:	**AFFORDABLE HOUSING UPDATE**
Date:	**August 25, 20055**
Type of Item:	**Information**

Summary Recommendations: This item is for information and policy direction.

Description:

Topic: Staff is providing an update to City Council on its affordable housing policy and program for Fiscal Year 2005 and is seeking preliminary policy direction as it pertains to the City's Housing Strategic Plan.

Background: Affordable housing is a key component of City Council Goal #9 Sustainable Places to Live. Affordable housing has been an annual City Council goal since the early 1990s.

Park City provides financial and regulatory support for affordable housing development. Key elements of City support for affordable housing include fee waivers, affordable housing requirements for annexations and Master Planned Developments (MPD), Special Service Contracts for housing services, low interest loans and support for CDBG applications. Regulatory support includes an affordable housing element in the City's General Plan and an MPD section for affordable housing in the Land Management Code that includes density bonuses and reduction in open space and parking requirements. To date, Park City has contributed $2 million in fee waivers, grants and loans for the development of affordable, permanent rental and ownership stock housing stock in Park City.

Analysis

FY 2005 Highlights

- Provided a $100,000 construction bridge loan to Mountainlands Community Housing Trust for the development of 22 affordable units of homeownership at 555 Deer Valley Drive.
- Closed the sale of three homes at Silver Meadows to City employees, including two enhanced second mortgages. The City did not exercise its right of first refusal on four other properties. These were sold to local households.
- Provided regular updates the Interagency Task Force including a seasonal housing briefing by Deer Valley Resort.

- Reviewed new development proposals and provided ongoing coordination and implementation of housing requirements within existing development agreements.
- Developed new, simpler methodology to calculate inclusionary housing requirements for MPDs and Annexations and an easily updatable in lieu of fee calculation methodology.

Plan for Moderate Income Housing (S.B. 60)

Senate Bill 60, Plan for Moderate Income Housing passed in the 2005 legislative session. It took effect following the end of the session. It requires that municipalities and counties prepare and adopt a comprehensive, long-range plan for the protection or promotion of moderate-income housing. In addition, a biennial progress report on efforts made to reduce, mitigate or eliminate barriers, actions taken to encourage preservation or housing and the development of new housing, and efforts to coordinate moderate income housing plans and actions with neighboring counties and municipalities. Park City's strategic housing plan will address the needs assessment, regulatory and programmatic requirements of this legislation. Staff is presenting the requirements of S.B. 60 to the Inter-Agency Task Force and discussing the opportunities for coordination as outlined in this legislation. Attachment C is a summary of the requirements of S.B. 60.

Employee Housing Assistance Program Update

The City provides employee housing assistance for full-time regular (FTR) employees living within the Park City School District boundaries. Financial assistance includes a housing allowance as well as second mortgage loans. Benefits are available to full-time regular employees.

- Forty-six percent of Park City's FTR employees live within the school district boundaries and receive housing benefits.
- Nine city employees are homeowners at Silver Meadows.
- Twenty-five employees have used the second mortgage program. Fifteen loans are repaid, six are current and four loans are within the five-year deferral period. Two enhanced second mortgage loans were made for Silver Meadows purchases.
- The City owns and rents four town homes in the Silver Meadows development and one at 1465 Park Avenue to City employees. The City retains a right-of-first refusal on all units offered for sale at these projects. Staff expects to purchase one additional unit in Fall 2005.
- Staff is in the process of updating the appliances and HVAC systems in our rental units to protect our investment in these properties.
- Staff is evaluating the purchase of an additional unit by fall 2005.

City Housing Strategic Plan

The City Housing Strategic Plan evaluates housing needs in the context of future economic growth within Park City. Staff will bring the Draft Affordable Housing Strategic Plan and recommended revisions to the City's Affordable Housing Guidelines and

Standards to Council in September. Specifically, the housing plan analyzes the following issues as a basis for policy decision and program recommendations:

- What are the current supply of and the need for affordable housing in Park City?
- What is the relationship between housing stock, affordability levels and availability of housing? Has housing been getting more or less affordable? For Whom? Why?
- What is the relationship between economic growth and workforce housing needs over the next 20 years?

As part of developing the strategic housing plan, Staff is asking Council for preliminary policy direction on the following issues listed below. By answering these questions and identifying goals, staff will be able to return in September with alternatives for achieving the desired outcomes. Staff believes that it is premature to discuss specific projects or the City's level of involvement in those projects until we identify policy goals and objectives in light of current data and affordable housing regulations and guidelines.

- *What income groups are the target market for affordable housing programs and assistance?*
  Traditionally, affordable rental housing programs consider renter households up to 60% of Area Median Income (approximately $50,000 for a family of four) and ownership households up to 80% of Area Median Income (approximately $67,000 for a family of four). Analysis indicates that the affordability gap in Park City (what a household can afford and the cost of housing available in the market) encompasses households earning up to 120 percent of Area Median Income ($100,000 for a family of four). Home sales from January - July 2005 indicates that while sufficient product exists in a price range affordable to more moderate-income households, the type of housing tends to be condominium/multi-family housing that is not as attractive to a household with children. This is reflected in the widening economic bifurcation in Park City. Households who make up the moderate/middle income households have decreased 16 percent over the past decade, while lower income and higher income households have increased.

- *What type of housing should be the focus over the next three to five years?*
  Current housing policy does not give direction to the type of housing needed, but more generally to the development of affordable housing. Staff is seeking Council direction on setting priorities for housing type and tenure given limited financial and land resources for housing. Affordable housing developed within the City was more market driven rather than need based. As a result, considerable multi-family rental housing was developed in the City over the past ten years. More than 200 units of new affordable rental housing were developed compared with 47 units of new homeownership opportunities (including the 22 units of housing under development at Deer Valley Drive by Mountainlands Community Housing Trust.) While these rental units continue to fill a critical housing need in the community, the rent and income structure of the projects was determined in large

part by the availability of Low Income Housing Tax Credit program and its program requirements. A corollary program does not existing to promote homeownership making it more difficult to develop owner-occupied housing.

- *Staff is requesting policy direction from Council on the consideration of financial assistance and other programs that extend beyond City employees to the local workforce.* More than 70 percent of the year round residents in Park City are employed locally (within the City limits.) This reflects the current and past Councils' commitment to housing a local workforce. As our workforce continues to grow, especially within the resort services industry, maintaining a meaningful ratio of locally employed workers will require significant community commitment to workforce housing over the next twenty years. Meeting our housing needs will require a multi-faceted strategy including financial strategies, redevelopment approaches and the prioritization of new development that addresses City housing priorities. Cities across the nation, especially in high cost areas, are recognizing that new development cannot be the sole approach to meeting housing needs. Cities are pursuing financial solutions that include bonding to create a pool of funds to provide second mortgages, purchasing property and allowing families to enter into a lease-purchase arrangement that builds equity, repairs credit, if necessary, and locks in a purchase price in current dollars for a transition that may occur three years into the future. What we've learned in Park City, for example, is that many renter households have adequate incomes to purchase an existing condominium as a first step, but lack the resources to provide for an adequate down payment. Many existing homeowners looking to make the transition from condominium ownership or an equity-capped product such as Silver Meadows, find themselves locked out of the private market for single-family homeownership. To bridge these gaps requires financial tools and strategies such as down payment or second mortgage programs, as well as identification of land for new homeownership opportunities in range of $150,000 - $250,000. There are several avenues for investment capital including promoting in-lieu of fees and the use of such fees as matches or guarantees, bonding by the Housing Authority, FannieMae's American Community Fund, private program-related investments, and capital matches from the Department of the Treasury. Programs could be operated by the City, the Housing Authority, through a newly created Housing Trust Fund, or through a fee for service relationship with a financial institution or nonprofit organization.

Senior Housing/Assisted Living

At Council direction, staff has been evaluating the need for senior housing and/or assisted living in Park City. While the base demographics suggest a potential market for senior housing and/or assisted living, a more thorough market analysis is required to define the scale, scope and target market. Staff is seeking Council policy direction about our desired goals and outcomes in this area prior to proceeding with a market analysis.

Department Review: This report was reviewed by Budget, Debt and Grants, Finance and the City Manager's office.

Recommendation: Provide staff with policy direction as requested.

Attachments
Attachment A: Housing Strategies Status Report
Attachment B: Outstanding Housing Obligations
Attachment C: Requirements of Plan for Moderate Income Housing (S.B. 60)

ATTACHMENT A: HOUSING STRATEGIES STATUS REPORT

STRATEGY	STATUS
Develop a Land Inventory and Supply Table including at-risk subsidized and non-subsidized rental units, vacant and redevelopable land.	In draft form and will be presented to Council in September 2005.
Create clear and realistic picture of the housing needs of local employees and residents and enhance understanding of the demand drivers.	To be presented to Council in September 2005.
Evaluate the current housing inventory owned by Park City Municipal Corporation including Silver Meadows, 1465 Park Avenue and the Pechnik property and make disposition recommendations.	City Property Master Plan identified several parcels for housing development. Pechnik property has been cleared. Continue to maintain an inventory of Silver Meadows units for employee housing (4-6 units)
Evaluate the payment of in-lieu of fees including the financial and community impact of promoting in lieu of fees as part of the City's housing strategy.	In lieu of model, including employee generation and wage updates, is in draft form and will be presented to Council in September 2005.
Develop a consistent definition for housing that addresses affordability, housing need and demand, and income targets.	In draft form and will be presented to Council in September 2005.
Study the feasibility of creating a public-private housing trust fund or other loan fund that could finance ownership and rental projects.	Form of loan fund to be determined based upon housing needs assessment.
Continue and expand the City's second mortgage program and examine options to expand the program beyond City employees.	Closed two loans in Silver Meadows. Recommendation is to enlarge the program.
Examine other funding options to leverage existing resources including equity investments by financial institutions and bonding authority.	Identified possible funding options to leverage existing city resources.

Evaluate the role of the Housing Authority as a development entity or a more active participant in housing projects and programs including its bonding authority to leverage existing resources.	Medium function housing authority (services in finance and support to the development community) is recommended.
Review the land management code to promote flexibility in reviewing affordable housing projects including, but not limited to, parking standards and open space requirements.	Recommendations to be included in Affordable Housing Strategic Plan and coordinated in FY 2006 with Planning Department.
Identify development options, funding options and opportunities for vacant, at-risk and redevelopable land.	In draft form and will be presented to Council in September 2005.
Assist Summit County with affordable housing in the context of regional collaboration and a comprehensive, regional affordable housing plan	Draft of contract complete.

ATTACHMENT B

OUTSTANDING AFFORDABLE HOUSING OBLIGATIONS

PROJECT	UNIT EQUIVALENTS One UE = 800 sq. ft	NOTES	STATUS/ISSUES
Flagstaff Annexation/UPCM	91 UE	25% of units to be constructed on-site. Unit requirements triggered by CO and density under construction	Under discussion; no proposals submitted to date. First units expected in early 2006.
Deer Crest Master Plan (including Rosewood Hotel)	18 UE	Pending. CO trigger fulfilling affordable housing obligations	3 UEs to be provided on site; purchase of one market rate condo and conversion to affordable unit; Remaining obligation as a fee in lieu of payment
Park City Mountain Resort Base Area Expansion MPD	Off-site housing for 80 employees required (20 UEs)	Proposed development site is Munchkin Road. Development Agreement was revised in 2001. All housing units shall be completed for occupancy prior to issuance of any CO, including Temporary CO for any of the residential units on Parcels B,C,D or E.	The CUP for the Four Seasons Hotel (Development parcels B,C,D and E) has expired. The housing obligation, which included the Marriott Mountainside, was deferred until construction of the Four Seasons. Now that the CUP has expired, should we go back to PMCR and negotiate how (and when) they intend to fulfill their obligation. Should there be at least a proportionate requirement for Marriott Mountainside?
Union Square MPD	3.45 UE	Required prior to issuance of building permits	Expect in lieu of contribution in FY 2006
Silver Star (Spiro)	17.95 UE	Palladin LLC intent is to provide the units on side	Phasing plan under development.
April Mountain	3.3 UE	Cash-in-lieu of payment approved	In lieu of fees received 1/25/05

REQUIREMENTS OF PLAN FOR MODERATE INCOME HOUSING

S.B. 60 requires that each municipality and/or county prepare and adopt a comprehensive, long-range plan for the protection or promotion of moderate-income housing. The plan must include:

- Estimate of existing supply of housing
- Estimate of the need for moderate income housing for the next five years as revised biennially
- Survey of total residential land use
- Evaluation of how existing land uses and zones affect opportunities for moderate income housing
- Description of the municipality and/or county program to encourage an adequate supply of moderate income housing
- Proposed extent, general distribution and location
- Projections for and standards of population density and building intensity recommended.

Goals of the Plan shall:

- Meet the needs of people desiring to live there
- Allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life
- Including an analysis of why the recommended means techniques or combination of means and techniques provide a realistic opportunity for the development of moderate income housing within the planning horizon which means or techniques may include a recommendation to:
    - Rezone for densities necessary to assure the production of moderate income housing
    - Facilitate the rehabilitation or expansion of infrastructures that will encourage the construction of moderate income housing
    - Encourage the rehabilitation of existing uninhabitable housing stock into moderate income housing
    - Consider General fund subsidies to waive construction relate d fees that are otherwise generally imposed
    - Consider a provision in the impact fees that exempts low income housing
    - Consider utilization of state or federal funds or tax incentives to promote the construction of moderate income housing
    - Consider utilization of programs offered by the Utah Housing Corporation and the Utah Department of Community and Economic Development

Required Process

- Public hearing to be held by the planning commission(s)
- Modifications
- Planning commission forwards plan to BCC
- Adopt project
- Must be formally adopted

Biennial Progress Reports Required

- Review of the housing element
- Efforts made by the municipality and/or county to reduce, mitigate or eliminate local regulatory barriers
- Actions taken by the municipality and/or county to encourage preservation of existing moderate income housing and development of new moderate income housing
- Progress made within the municipality and/or county to provide moderate income housing, as measured by permits issued for new units of moderate income housing
- Efforts made by the municipality and/or county to coordinate moderate income housing plans and actions with neighboring counties and municipalities

Related ordinances required by S.B. 60

- Residential facilities for persons with a disability
- Residential facility for elderly persons

City Council
Staff Report

PARK CITY 1884

LEGAL DEPARTMENT

Author: Mark Harrington
Subject: CITY ATTORNEY
Date: August 22, 2005
Type of Item: Legislative

Summary Recommendations:
Adopt the Parking Code amendment that clarifies that Hot Air Balloons are subject to regulations which prohibit stopping in a street in a manner which obstructs traffic from passing.

Description:
Topic:
Parking Code- Hot Air Balloons

Background:
This is a technical clarification to enable the Police Department to cite balloons which land in public streets in a manner which obstruct traffic. The code previously defined "vehicle" as a motor vehicle. The amendment makes the section applicable to hot air balloons.

Analysis:
Neither FAA nor the state traffic code regulate balloon landings. Staff suggests the Council insert a reference of balloons into the section of the code prohibiting obstructing vehicle passage.

Department Review:
The Legal and Public Safety Departments reviewed this matter.

Alternatives:

Approve the Request:
This is the recommended action.
Deny the Request:
The Police Department will continue to refer Balloon Complaints to the FAA.
Continue the Item:
Specify what additional information would be useful for further consideration.
Do Nothing:
Same as Deny the Request.

Significant Impacts:
The clarification will allow the Police to refer citations to the City Prosecutor.

Consequences of not taking the recommended action:
Police will remain limited in their ability to respond to traffic issues created by hot air balloon landings.

Recommendation:
Adopt the Ordinance as proposed.

Ordinance 05-

AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 3, OF THE MUNICIPAL CODE OF PARK CITY PROVIDING FOR THE REGULATION OF STOPPING OR PARKING ON STREETS IN THE PARKING CODE

WHEREAS, the Parking Code was adopted by the City Council to establish regulations for parking on city streets and to establish safe use of public rights of way; and

WHEREAS, the City Council desires to amend the Parking Code to address occasional use by Hot Air Balloons to prevent landings which block safe vehicle passage; and

WHEREAS, the City Council finds that this amendment is necessary and proper to protect the general health, welfare and safety of its citizens, promote peace and good order, and for the protection of property in the City.

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

SECTION I. AMENDMENT. According to the intent of the recitals above which are incorporated herein as the legislative finding of the City Council, Title 9, Chapter 2, Section 3 of the Municipal Code of Park City is hereby amended as follows:

9-2-3. STOPPING OR PARKING ON STREETS.

No person shall park a vehicle, whether attended or not attended, on the traveled portion of a street when it is possible under the existing conditions to park the vehicle off the traveled portion of the street. When stopping or parking a vehicle, it must be parked in a manner that leaves an unobstructed width along the vehicle for the passage of other vehicles.

This section shall not apply to vehicles which are parked as a result of mechanical failures or otherwise disabled to an extent that the vehicle cannot be moved out of the traffic lane. It is the duty of the owner or operator of the disabled vehicle to activate warning lights on the vehicle, and to open the hood in order to give notice to other vehicles on the street that traffic is blocked by a disabled vehicle. It is also the duty of the owner or operator of a disabled vehicle to obtain assistance as soon as possible under the circumstances to have the disabled vehicle removed from the traffic lane.

For purposes of this section, a Hot Air Balloon shall be considered a vehicle.

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

City Council Staff Report

PLANNING DEPARTMENT

Subject: **345, 355 and 365 Deer Valley Drive**
Date: **August 25, 2005**
Type of Item: **Condominium Conversion and Replat**

Summary Recommendation: Review the proposed condominium conversion, conduct a public hearing, and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

DESCRIPTION

Owner:	MM&G Investments LLC, and Michael Posner Special Needs Irrevocable Trust
Location:	345, 355 and 365 Deer Valley Drive
Proposal:	Condominium Conversion
Zoning:	Residential (R-1)
Adjacent Land Uses:	Residential; Platted unbuilt City Streets
Planner:	Ray Milliner

BACKGROUND

The applicants own all three subject lots, two of which have received a building permit and are under construction. Legally, the three parcels of land are known as; Lot A of the Ski Down Subdivision (365 Deer Valley Drive – owned by MM&G Investments, LLC), Lot B of the Ski Down Subdivision (355 Deer Valley Drive – owned by Michael Posner), and the Westerly ½ of Lot 16, all of Lots 17 and 18, and the Westerly ½ of Lot 19, Block 65, Amended Plat of Park City Survey. The latter lots and fractions thereof are collectively addressed as 345 Deer Valley Drive.

The owners received a building permit for two duplex buildings at 365 and 355 Deer Valley Drive, and began construction with an extremely deep foundation cut and the placement of the footings for the building at 365 Deer Valley Drive. The third duplex building has not received a building permit. The purpose of this application is to convert the three duplexes into a condominium project with the intent of selling the units individually. Prior to the submittal of this application the applicant received plat amendment approval to combine the three parcels into one at 345 Deer Valley Drive, however the approval expired prior to being recorded by the applicant. Similarly, the applicant received a variance to the 20' front yard setback requirement from the Board of Adjustment that expired prior to the issuance of a building permit. The applicant is now seeking approval for a condominium plat that will combine the Ski-Down Subdivision and 345 Deer Valley Drive into one condominium project. This application will replat the property into one condominium project replacing the Ski-Down subdivision.

ANALYSIS

The project is located within the R-1 zone. The Planning Commission will review the application for compliance with the requirements of the R-1 zone located in Chapter 15-2.12.

LAND MANAGEMENT CODE COMPLIANCE

Staff has reviewed the proposed project as it relates to the requirements located in Section 5-2.12 of the LMC and made the following findings:

R-1 Zone	Required	New Via Condo Plat
Lot Size	3,750 square feet for a duplex	365 DVD = 7,500 Complies 355 DVD = 7,500 Complies 345 DVD = 5,625 Complies
Lot Width	37.5 minimum	137' Complies
Required Front Yard Setback	20 feet minimum front Yard	20 feet Complies
Required Rear Yard Setback	75 feet minimum for 365 and 355 (per Ski Down Subdivision Plat) 10 foot minimum 345 DVD	365 + 355 = 75 feet Complies 345 = 50 feet Complies
Required Side Yard Setback	5 feet	All 5 feet or greater
Required Setback on Alison Street	10 feet	10 feet Complies
Maximum Height	33 feet above existing grade (with a pitched roof)	All buildings comply with this requirement

This request is to create a six unit condominium, within three residential structures. The first building is being constructed at 365 Deer Valley Drive. This building will consist of two side-by-side condominium units. The next building is being constructed at 355 Deer Valley Drive, and will also contain two side-by-side condominium units. The final building will be constructed at 345 Deer Valley Drive, and will have two condominium units, one on top of the other.

The foundation cut for the 355 and 365 buildings was made with an extremely deep cut and significant soils hauling. Because of the need to protect adjacent property owners from additional impacts from the excavation of the third duplex at 345 staff is recommending that the Commission adopt a condition of approval that no disturbance or trespass of any kind is allowed in the Allison Street R-O-W during or after the construction of the 345 duplex. Further, the 75 foot rear-yard setback created by the Ski-Down subdivision will remain in effect for Units 1-4. The limits of disturbance for Units 5-6 should be no closer to the rear property line than 50 feet.

NOTICE
Notice of this hearing was sent to property owners within 300' on July 12, 2005. Staff has received a number of telephone calls from citizens who are concerned about the site disturbance as well as the buildings meeting the required perimeter setback requirements.

Department Review
The Planning, Building and Planning Departments have reviewed this request. The City Engineer and City Attorney's Office will review the plat prior to recording. The request was discussed at a Staff Review Meeting on June 17, where representatives from City Staff were in attendance.

Recommendation
Review the proposed condominium conversion, conduct a public hearing, and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS
Exhibit A - Proposed Ordinance
Exhibit B – Proposed Plat
Exhibit C – Site Plan

Ordinance No. 05-

AN ORDINANCE APPROVING AN RECORD OF SURVEY PLAT FOR THE DEER VALLEY DRIVE CONDOMINIUMS, LOCATED AT 345, 355, AND 365 DEER VALLEY DRIVE PARK CITY, UTAH

WHEREAS, the owner of the property known as Deer Valley Drive Condominiums, has petitioned the City Council for approval of a subdivision; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on August 10, 2005 the Planning Commission held a public hearing to receive public input on the proposed subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed subdivision allows the property owner to condominiumize three duplex buildings into six separate units; and

WHEREAS, it is in the best interest of Park City Utah to approve the subdivision.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

Findings of Fact

1. Legally, the three parcels of land are known as; Lot A of the Ski Down Subdivision (365 Deer Valley Drive – owned by MM&G Investments, LLC), Lot B of the Ski Down Subdivision (355 Deer Valley Drive – owned by Michael Posner), and the Westerly ½ of Lot 16, all of Lots 17 and 18, and the Westerly ½ of Lot 19, Block 65, Amended Plat of Park City Survey.
2. The owners are proposing to condominiumize three duplex structures, in order to sell the units separately.
3. The applicant has received a building permit for 365 and 355 Deer Valley Drive and excessive disturbance to the hillside has occurred.
4. Because of the disturbance, excessive excavation and soils hauling is occurring.
5. This request is to create a six unit condominium, within three residential structures.
6. The first building will be constructed at 365 Deer Valley Drive, and will contain two condo units, side-by-side.
7. The next building is to be constructed at 355 Deer Valley Drive, and will also

contain two side-by-side condominium units.

8. The final building will be constructed at 345 Deer Valley Drive, and will contain two condominium units, one on top of the other.
9. Front yard setbacks are 20' for each building.
10. The side yard setbacks are 5 feet.
11. Notice of this hearing was sent to property owners within 300' on July 12, 2005.
12. The Ski-Down subdivision created a 75-foot rear yard setback. This setback will remain in effect.
13. There has been significant disturbance in the rear of Units 5 and 6 up to 30 feet from the property line.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

Conclusions of Law

1. There is good cause for this condominium plat.
2. This approval as conditioned is consistent with the Park City Land Management Code and applicable state law governing condominium plats.
3. This approval as conditioned does not adversely affect the health, safety, or welfare of the citizens of Park City.
4. Neither the public nor any person will be materially injured by this plat amendment.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

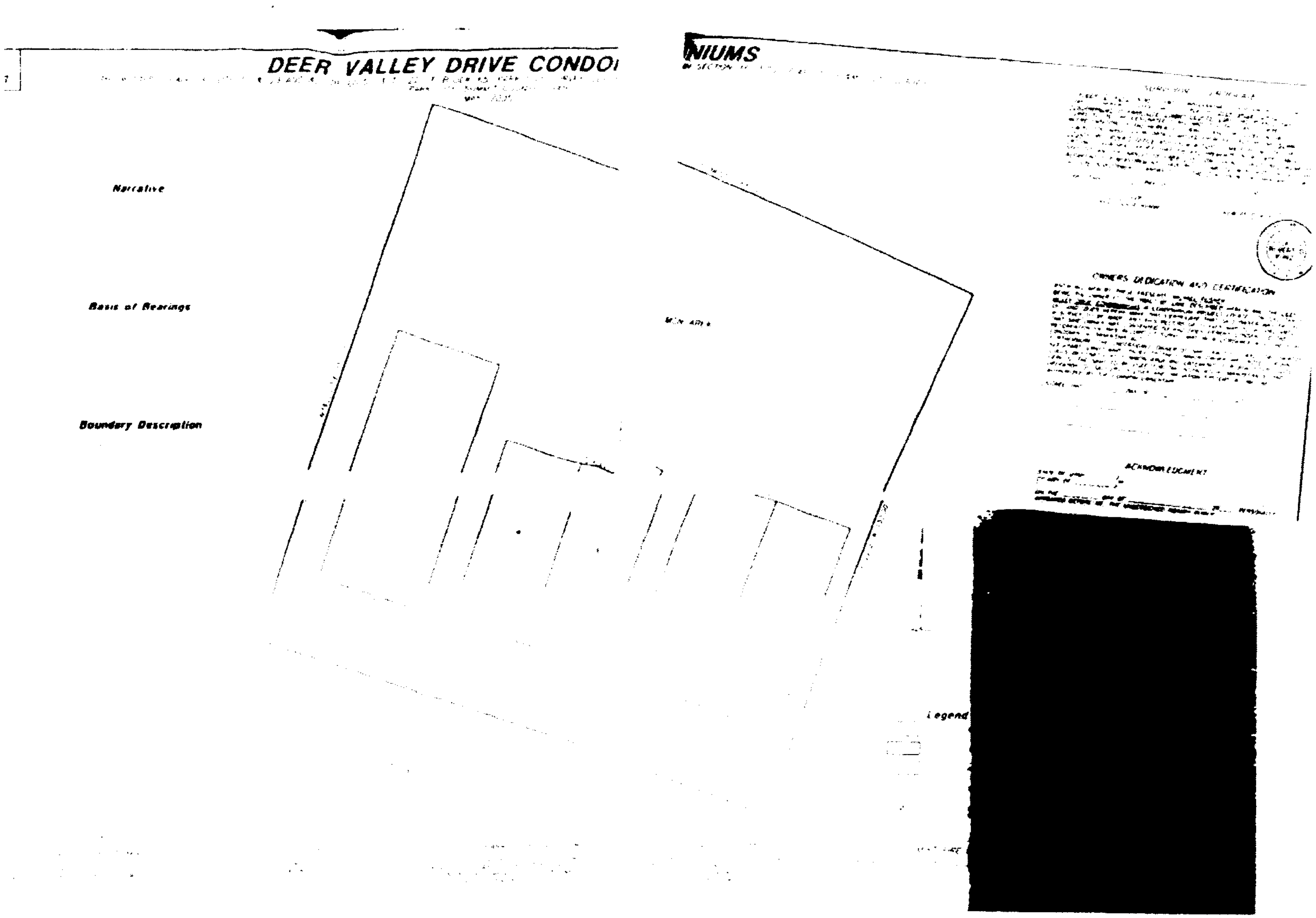
Conditions of Approval

1. City Attorney and City Engineer review and approval of the condominium plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recording.
2. The applicant stipulates to the conditions of approval.
3. Units 5 and 6 will maintain a 50-foot limit of disturbance area from the rear yard setback.
4. No building is allowed within the common or limited common areas shown on the condominium plat.
5. No disturbance or trespass of any kind is approved onto the City's adjacent Allison Street right-of-way during or after construction of the third duplex
6. This approval shall expire one year from the date of City Council approval, unless this condominium plat amendment is recorded at the Summit County Recorder's office prior to that date.
7. All standard conditions of approval shall apply.
8. No utility reconstruction is approved. The CC&RS shall address utility billing for any shared utility services.
9. Units 5 and 6 will maintain a 50-foot setback from the rear of the property.
10. The existing disturbed area in the rear yard setback shall not be improved with any structures, patios, decks or similar improvements.

11. Units 5 and 6 will maintain a 30-foot limit of disturbance from the rear yard setback. No additional expansions of the limits of disturbance are permitted.
12. A landscape/regarding plan shall be reviewed and approved by the City landscape architect prior to the issue of a building permit.

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

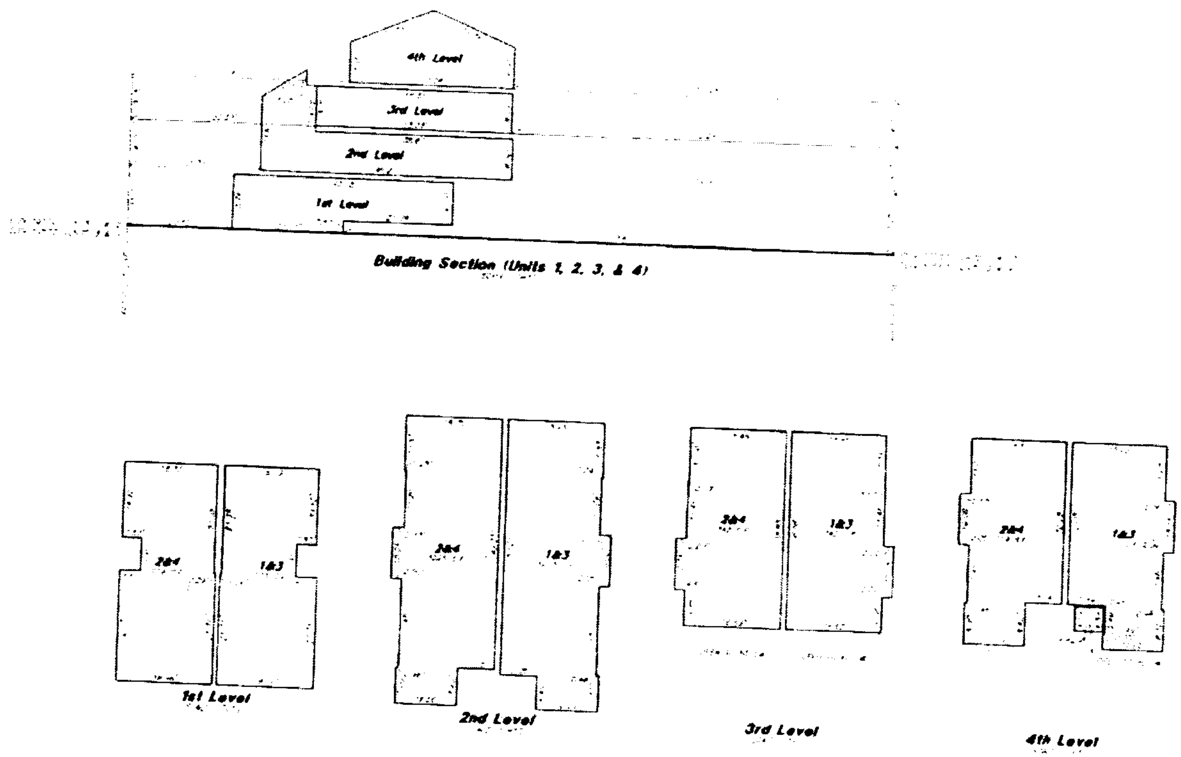
PASSED AND ADOPTED this 25th day of August 2005.

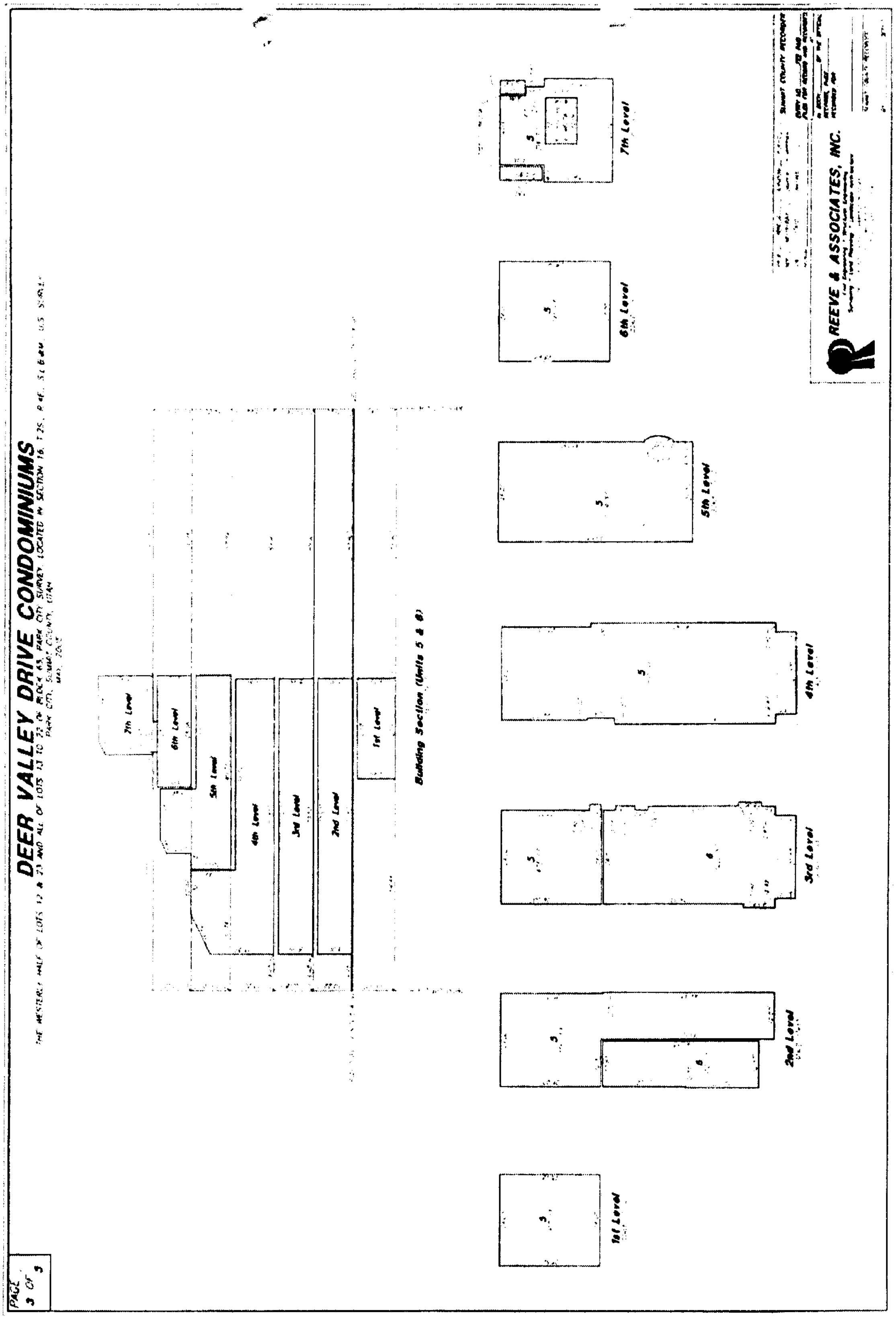

DEER VALLEY DRIVE CONDO
NIUMS
Narrative
Basis of Bearings
Boundary Description
OWNERS DEDICATION AND CERTIFICATION
ACKNOWLEDGMENT
Legend

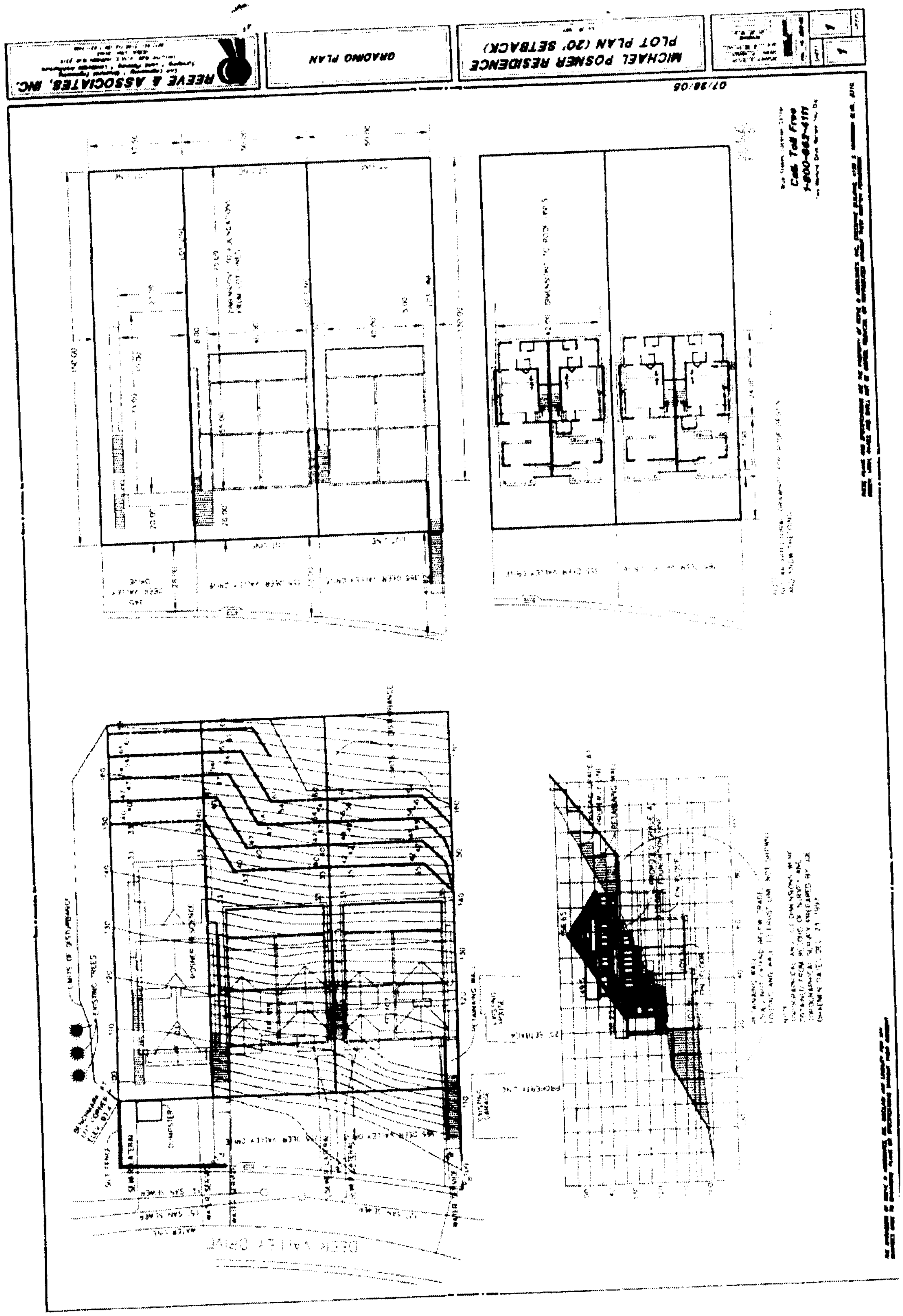
PAGE 2 OF 3

DEER VALLEY DRIVE CONDOMINIUMS

THE WESTERLY HALF OF LOTS 12 & 23 AND ALL OF LOTS 13 TO 22 OF BLOCK 65, PARK CITY SURVEY LOCATED IN SECTION 16, T.2S., R.4E., S.L.B.&M., U.S. SURVEY
PARK CITY, SUMMIT COUNTY, UTAH
MAY, 2005




DEER VALLEY DRIVE CONDOMINIUMS
Building Section (Units 5 & 6)
7th Level
6th Level
5th Level
4th Level
3rd Level
2nd Level
1st Level
REEVE & ASSOCIATES, INC.
PAGE 3 OF 3


REEVE & ASSOCIATES, INC.
GRADING PLAN
MICHAEL POSNER RESIDENCE
PLOT PLAN (20' SETBACK)
07/28/08
DEER VALLEY DRIVE
Call Toll Free
1-800-662-4111

City Council Staff Report

Author:	**Brooks T. Robinson**
Subject:	**Hotel Park City, First Supplement to Amended and Restated Condominium Record of Survey**
Date:	**August 25, 2005**
Type of Item:	**Legislative**

Summary Recommendations:
The Planning Department recommends the City Council open the public hearing, take any public comment, and approve the First Supplement to Amended and Restated Record of Survey for Hotel Park City.

Applicant	HPC Development L.C.
Location	2001 Park Avenue
Zoning	Recreational Commercial as part of a Master Planned Development (RC-MPD)
Adjacent Land Uses	Park City Municipal Golf Course, Thaynes Canyon residential
Reason for Review	Condominium Record of Surveys require Planning Commission review and City Council approval.

Background

On June 6, 2002, the City Council approved a Record of Survey for Hotel Park City. On June 20, 2005, the City received an amended record of survey application. This amended record of survey reflects the construction of the cottage units (sheets 1-11 of 11) and adjustments in the convertible space within the hotel (sheet 2 of 14).

On August 10, 2005, the Planning Commission heard this item and forwards a positive recommendation.

Analysis

The proposed plat is consistent with the previous Master Planned Development and Conditional Use approvals. The MPD approval and Development Agreement allowed 39 residential unit equivalents and not more than nine commercial unit equivalents.

In 1999, City Staff found the Hotel component in substantial compliance with the approved MPD and construction began. After several proposals and amendments, the final design of the hotel created 54 residential units utilizing 21.54 Unit Equivalents (UEs) of density.

The proposal is for seven Buildings (B, E, F, G, I, J, K) with two units plus a lockout in each building and three Buildings (C, D, and H) with six (6) individual units for a total of 32 units and 46 "keys". The 10 buildings will utilize 16.5 Unit Equivalents.

The October 12, 2000, approval of the zone change required that the zoning requirements (height, setbacks) of the RD zoning district be maintained.

	Allowed	Proposed
Height	28+5 feet	33 feet
Setbacks: Front	20 feet	60 feet from SR 224
Side	12 feet	12 feet
Rear	Perimeter of this phase is considered side yards	

The proposed structures comply with the minimum setbacks and height requirements. The proposal is in compliance with all necessary requirements of Land Management Code Section 15-7: Subdivisions.

Department Review

This project has gone through an interdepartmental review. No additional issues have been raised.

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 has been received by the time of this report.

Alternatives

- The City Council may approve the First Supplement to Amended and Restated Record of Survey for Hotel Park City as conditioned or amended; or
- The City Council may deny the First Supplement to Amended and Restated Record of Survey for Hotel Park City and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the First Supplement to Amended and Restated Record of Survey for Hotel Park City.

Significant Impacts

There are no significant fiscal or environmental impacts from this amended Record of Survey.

Consequences Of Not Taking The Recommended Action

Individual units could not be sold.

Recommendation

The Planning Department recommends the City Council open the public hearing and take any public comment. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE FIRST SUPPLEMENT TO AMENDED AND RESTATED RECORD OF SURVEY FOR HOTEL PARK CITY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Hotel Park City located at 2001 Park Avenue have petitioned the City Council for approval of the first supplement to amended and restated record of survey for Hotel Park City; 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 August 10, 2005, to receive input on the first supplement to amended and restated record of survey for Hotel Park City;

WHEREAS, the Planning Commission, on August 10, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 25, 2005 the City Council approved the first supplement to amended and restated record of survey for Hotel Park City; and

WHEREAS, it is in the best interest of Park City, Utah to approve the first supplement to amended and restated record of survey for Hotel Park City.

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

SECTION 1. APPROVAL. The first supplement to amended and restated record of survey for Hotel Park City as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2001 Park Avenue and is zoned Recreation Commercial with Master Planned Development (RC-MPD).
2. The supplement amends the convertible space on sheet 2 of 14 to owner storage and creates units in the cottage buildings.
3. The proposal is for seven units (B, E, F, G, I, J, K) with two residential units plus a lockout in each building and three units (C, D, and H) with six (6) individual units for a total of 32 units and 46 "keys". The 10 buildings will utilize 16.5 Unit Equivalents.
4. The proposed structures comply with the minimum setbacks and height requirements.
5. The existing/built parking is 210 spaces, which included these UEs in the initial

calculation, and is available to these units as common area.

6. A subdivision approved by the Park City Council on August 9, 2001 created a single lot. A Record of Survey was approved on June 6, 2002.
7. Condominiums are an allowed use in the RC zone.
8. On August 10, 2005, the Planning Commission heard this item and forwards a positive recommendation.

Conclusions of Law:

1. There is good cause for this Record of Survey.
2. The Amended Record of Survey is consistent with the Master Plan Development Agreement, Park City Land Management Code, the General Plan and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey
4. Approval of the Amended Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The Conditions of Approval for the Hotel Park City Master Plan Approval (Island Outpost), as amended, remain in full force and effect.
2. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 25th day of August, 2005.

City Council Staff Report

Author: Brian Andersen, Contract Analyst
Subject: PARKING SERVICES CONTRACT
Date: August 25, 2005
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:
Authorize staff to execute a four-year contract in a form approved by the City Attorney with Ampco System Parking for parking services in the annual amount of $207,292.

Description:

Topic:
Award of contract for parking services.

Background:
Ampco System Parking has provided parking enforcement services for the City since 1996. These services include:

- on-street and off-street enforcement
- tourist information
- collection of meter revenues
- maintenance of parking equipment
- parking data collection
- sign maintenance

The City signed a four-year contract with Ampco System Parking in 2001. This contract expires on October 31, 2005. Correspondingly in May of this year, staff issued a Request for Proposals (RFP) in accordance with City procurement policies and state and federal laws.

Seven vendors requested RFP documents; four subsequently submitted proposals. Proposers were given the opportunity to attend a pre-bid meeting and ask questions regarding the procurement. Staff conducted a walking and driving tour of the parking operation and enforcement area, culminating in a final question and answer session.

Only Ampco System Parking, CBI Security, Central Parking, and Standard Parking submitted proposals by the closing deadline.

Analysis:
Staff set up two levels of proposal assessment for this procurement:

- a review of the written proposals to find the most qualified and responsive proposer (first review);
- an evaluation of proposals including an oral presentation to select the final candidate (second review);

Review Criteria

Each proposer was evaluated on the following evaluation criteria in both the first and second reviews (detailed in the RFP):

- Demonstrated knowledge and experience in parking enforcement, especially for small municipal organizations;
- Demonstrated knowledge and experience in parking enforcement at large events and ability to guarantee additional personnel, if required, during City recognized special events;
- Overall proposal cost;
- Quality of relevant information and proposal completeness;
- Plan and strategy for effective enforcement;
- Ability and willingness to be flexible and work with the City;
- Ability and readiness to provide parking customer service support for the City;
- Ability to provide assistance with pay station maintenance/repair/collections, sign installations, and parking data collection.
- Ability to provide value-added service to the City.

First Review

A first review committee consisting of analyst-level staff from Budget, Debt, and Grants; Public Safety; and Public Works reviewed each proposal. This group was tasked with narrowing the field to the most qualified and most responsive submittals. The committee members were:

Seth Atkinson	Budget/Debt/Grants Analyst
Nick Kingery	Public Safety Community Service Officer
Brian Andersen	Public Works Data and Contract Analyst

This first review committee unanimously recommended the proposals submitted by Ampco System Parking (Ampco) and Standard Parking (Standard) for continuation. The proposals submitted by CBI Security and Central Parking were eliminated from further consideration at this stage.

Second Review

The second review committee comprised of managers from Budget, Debt, and Grants; Economic Development and Capital Projects; Public Safety; and Public Works reviewed presentations from Ampco and Standard:

Gary Hill	Budget/Debt/Grants Manager
Colin Hilton	Economic Dev/Cap Projects Director
Phil Kirk	Public Safety Lieutenant

Jerry Gibbs	Public Works Director
Kent Cashel	Deputy Public Works Director
Brian Andersen	Public Works Data and Contract Analyst

The second review committee was tasked with determining which of the two finalists, Ampco or Standard, will best serve the City's needs.

Both finalists were provided the opportunity to present their proposals. With six week's notice, each vendor was asked to bring with them their proposed site manager and discuss their enforcement strategy and value-added service qualifications. Presentations were followed by questions from the reviewers. After conducting a thorough discussion and evaluation, the second review committee unanimously selected Ampco for recommendation to City Council for award of the parking services contract. The decision was based on the following reasons:

- Ampco's experience in managing pay & display parking in a resort community
- Ampco's presentation of an effective enforcement plan and strategy
- Ampco's experienced local management team and support staff
- Ampco's contract performance to date
- Operational impacts of a change in contractor
- Small cost differential between proposals

Based on the presentations, the second review committee recommends Ampco as the vendor best suited to meet the City's parking needs.

The cost of Ampco's is slightly higher than Standard as shown in the table below:

Proposer	**Annual Cost: First two years**
Ampco System Parking	$207,292
Standard Parking	$201,320

Ampco has agreed to hold constant their contract cost for the next two years at the current (2005) annual contract cost of $207,292. Increases for years three and four are tied to the United States Department of Labor's Consumer Price Index (CPI) for Services (SAS). Staff believes the cost differential is minor in comparison to the cost of training a new vendor, based on the need for additional and redirected staff time. Ampco has provided quality service and adhered to contract requirements since 1996.

In addition to providing peak backup to the Public Works customer desk, Ampco's proposal offered the following value-added services:

Weekend supervisory coverage and on-call support – Ampco's proposes to boost weekend supervisory coverage. The on-site manager continues to be on-call 24 hours a day, 7 days a week.

Special Deliveries – Ampco continues to propose to deliver parking tools (in-car meters, permits, tokens) to Main Street businesses.

Customer Assistance Program – Ampco has an on-site company truck which is equipped with portable jump-start devices and a gas can to assist motorists experiencing vehicle trouble.

Four year contract:
Staff is recommending a four year contract with Ampco subject to an ongoing annual performance review. This length of term allows the City to:

- Benefit from the experience of a tenured contractor
- Control contract cost
- Reduce the need for time and expense of time-consuming procurement processes.

It is important to note that this contract can be terminated by the City for cause with three days notice and can also be terminated by either party with a 30-day notice.

In-house vs contractor supplied services:
Staff has conducted a financial analysis to determine if an in-house program would result in a cost savings. This analysis indicated that, based on the City's 2005 pay plan, the recommended contractor provides parking services at a cost slightly less than the City could. Additionally, the recommended contractor provides trained staff resources for special events and offers greater flexibility in staff scheduling.

Staff does not believe the City would reap any significant financial or operational benefit by bringing the operation in-house.

Department Review:
This document was reviewed by Public Works; Budget, Debt and Grants; Economic Development and Capital Projects; Special Events; Legal; and Public Safety staff.

Alternatives:
Approve the Request:
Authorize staff to execute a four year contract with Ampco System Parking for parking services in the annual amount of $207,292 with a maximum increase for the last two years based on the United States Department of Labor's Consumer Price Index (CPI) for Services. This is staff's recommendation.

Award to Another Proposer:
Council could choose to award the contract to Standard, Central Parking, or CBI Security. Standard proposed a lesser cost but was not ranked as highly on the other selection criteria as Ampco. Staff does not recommend this alternative.

Deny the Request:
Council could choose to not authorize staff to execute a contract with Ampco. This would require staff to reopen negotiations with proposers or begin the RFP process again.

Continue the Item:
Council could choose to continue the item. Continuing beyond the current contract expiration date of October 31, 2005 could cause operational problems for the City. Staff does not recommend this alternative.

Do Nothing:
City Council could choose to do nothing regarding this issue, but this would also cause the same operational issues as continuation. Staff does not recommend this alternative.

Consequences of not taking the recommended action:
This would require staff to reopen negotiations with proposers or conduct another time-consuming RFP process. The current contract with Ampco expires October 31, 2005.

Recommendation:
Authorize staff to execute a four year contract in a form approved by the City Attorney with Ampco System Parking for parking services in the annual amount of $207,292 with a maximum increase for the last two years based on the United States Department of Labor's Consumer Price Index (CPI) for Services.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and Ampco System Parking, 1756 114 Ave, Suite 132, Bellevue, WA 98004 (AService Provider@).

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES**.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the AScope of Services" attached hereto as AExhibit A" and incorporated herein (the AProject"). The total fee for the Project shall not exceed Two Hundred Seven Thousand Two Hundred Ninety Two ($207,292) annually for the first two years of the term of this agreement. Service Provider will be permitted to negotiate an increase in contract price at the end of year two of the term. Any such price increase will not exceed the dollar value calculated using the formula detailed below which utilizes the Department of Labor, Bureau of Labor Statistics, Consumer Price Index ("CPI"), code "SAS", "Services" (monthly data is available at http://data.bls.gov/cgi-bin/surveymost?su utilizing "C-CPI-U US Services - SUUR0000SAS". Data from the resulting table will be used even if "U - Interim" or "I - Initial".)

Index Point Change	Example
CPI Index (Last month of year 2)	117.1
Subtract CPI Index (1st month of contract)	110.7

Index Point Change	6.4

Index Percentage Change	
Index Point Change	6.4
Divided by CPI Index (1st month of contract)	110.7
Change	.0578

Allowable Increase	
Original Contract Price	$1,000
Multiplied by	.0578
Maximum Contract Price Increase	$57.80

2. **TERM**.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on October 31, 2009 or earlier, unless extended by mutual written agreement of the Parties. Term shall be subject to annual reviews by City of Service Providers's performance hereunder.

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

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

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

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **REPORTS AND INSPECTIONS**.

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

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

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**.

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

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

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

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

7. **HOLD HARMLESS INDEMNIFICATION**.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider=s defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider=s limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

A. General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

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

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

13. <u>CHANGES</u>.

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

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

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

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

15. **POLITICAL ACTIVITY PROHIBITED**.

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

16. **PROHIBITED INTEREST**.

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

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

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

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

18. **TERMINATION**.

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

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

19. <u>NOTICE</u>.

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. <u>ATTORNEYS FEES AND COSTS</u>.

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. <u>JURISDICTION AND VENUE</u>.

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. <u>SEVERABILITY</u>.

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. <u>ENTIRE AGREEMENT</u>.

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

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

EXHIBIT A
SCOPE OF SERVICES
PARK CITY PARKING ENFORCEMENT

Enforcement Officer Standards

All employees will be trained to conduct themselves in a friendly and professional manner. A positive and friendly demeanor with residents and visitors is necessary while carrying out daily parking enforcement duties.

The employment of all parking enforcement personnel is subject to approval by the City. If parking employees fail to conduct themselves in a friendly, professional manner or fail to maintain appropriate uniforms, the Service Provider will immediately, upon notice by the City, remove such employees from their Park City staff.

Uniforms

Enforcement officers will be required to wear clean complete uniforms that have been approved by the City. All officers shall wear full approved uniforms while on patrol. The uniforms shall clearly indicate AParking Services@ and an approved City logo. In order to maintain a positive image of Park City, officers may not wear uniforms for off-duty personal activities, except for commuting to and from work.

Any modification to the uniform must be approved by the City.

The Service Provider will order uniforms on a regular basis to ensure that old, faded, or worn out items are not used by enforcement officers. The Service Provider will work with Park City to redesign the current uniform configuration prior to placing the initial order.

Level of Staffing

The Service Provider will utilize the route plan presented on August 9, 2005. The City reserves the right to adjust this plan and associated routes to accomplish program goals. The Service provider shall notify the City in writing of any changes in Park City staff, including new hires, terminations, and changes in hours. All new hires shall be subject to the approval of the City.
The City may require the Service Provider to provide additional staff during the Sundance Film Festival or other special events.

Each officer shall carry a notebook to document parking incidents in the field as needed. The City may require officers to obtain pay stubs from each pay station to test the equipment and verify the coverage of the route. The Service Provider shall report incidents requiring immediate attention as soon as known and submit a report at the weekly parking staff meeting.

The following are the initial enforcement routes (currently in use by the Service Provider), any of which may be modified by the City as needed:

Route One: Upper Main Street, Brew Pub Lot, Swede Surface Timed

One officer will be responsible for enforcement in the Brew Pub Lot, on Main Street down to 5^{th} Street, and Swede Alley timed (except for Flagpole Lot). There will be up to 6 (six) patrols per day approximately every 1.5 hours. This officer will also be responsible for enforcing *no parking* infractions on 4^{th} Street and in the areas along the route.

Route Two: Main Street, Heber, Park Avenue, Flagpole and Gateway

One officer will be responsible for enforcement of Main below 5^{th} Street. In addition this officer will monitor timed parking for Heber Avenue, Park Avenue, Gateway garage, and the Flagpole lot. There will be up to 6 (six) patrols per day every 1.5 hours. This officer will also be responsible for enforcing the *no parking* zones and any other infractions in these areas.

Route Three: China Bridge, Residential, North Marsac, Sandridge

One officer will be responsible for enforcing parking in China Bridge, including the new proposed garage addition. This officer will be responsible for the residential permitted areas in the Historic District and for monitoring the long term lots accessible from Marsac Avenue. This officer will also enforce the other areas as assigned by the contract manager on an on-call basis. Up to five rounds will be made per day. This officer will also be responsible for enforcing any infractions in these areas according to the parking code. The residential zones of Old Town will be enforced until 10 p.m. all year.

Short-term spaces monitored within the above three routes are: Galleria One Hour, Swede Alley 30 Min., 15 Min. Post Office, 30 Min. 5^{th} Street, the 30 Min. zones on Main Street, and 15 Min. spaces on Park Avenue.

Meter Maintenance, Parking Counts and Collections

The Service Provider shall service and clean all parking meters according to manufacturer's recommended service schedules, conduct parking counts, and collect meters in a manner and on a schedule specified by the City. The Service Provider shall be responsible for completing maintenance and collection logs for all meters and submitting same to City on a weekly basis.

Sign Installation and Maintenance

Under the direction of the City, the Service Provider is required to maintain parking signs, by coordinating with City departments or service providers. All installations are subject to approval by the City. The Service Provider will report all completed installations to the contract manager. The City will provide sign installation tools, vehicle, and trailer to the Service Provider. Service Provider will use these tools and equipment at their own risk and shall indemnify the City for any loss or damage.

Emergency Calls

City parking staff shall receive all emergency calls (meter maintenance issues, etc.) during hours the Public Works offices are staffed, normally Monday through Friday 8:00 a.m. to 5:00 p.m. During all other hours, emergency calls will be forwarded to the City Police Department, who will then contact the Service Provider when necessary. The Service Provider shall promptly log and report via e-mail to the contract manager any complaints and directly-received requests for service and follow-up, including emergency requests for service from the City Police Department.

Vehicle for Patrol

The City shall provide vehicles for use in parking enforcement and meter collections. Vehicles shall only be used as designated by the City. Unauthorized use shall result in termination of the contract. The City shall provide fuel and service for the vehicles. The Service Provider shall monitor all fluid levels and service mileage and shall request service from Fleet Services before operating the vehicle. The Service Provider shall indemnify the City for any accident, damage or injury attributed to their use of the vehicle.

Appeals

Appeals will be handled by an appeals hearing officer or board provided by the City. The contract manager will review all appeals and may request the Service Provider to provide written comments and/or evidence for the appeals officer on the *Adjudication Action Sheet.*

Tickets

The City shall provide the Service Provider with hand-held, automated ticket dispensers. The Service Provide shall download issued ticket information daily into the main database at Public Works. All officers shall clearly and neatly print out necessary information for each violation. The officers shall securely attach the citation to the windshield of the vehicle in between the wiper blade, or other manner approved by the City. The Service Provider shall update the ticket database daily. Except for normal wear and tear, the Service Provider shall indemnify the City for any accident, damage or injury attributed to their use of the ticket-writing equipment.

Communications

The Service Provider will provide to each officer a cellular phone or two-way radio. The Service Provider will bill the City for the usage on the monthly invoice and provide backup for this usage. The Service Provider=s on site manager shall attend the weekly parking staff meetings and shall attend all meetings required by the City.

Immobilization and Impounds

The Service Provider shall Aboot@ or immobilize scofflaws when required by the City. No boots shall be deployed without approval by the City.

Tow situations shall be reported to the Park City Police and the contract manager. No tows shall be initiated directly to the tow company by a parking enforcement officer without approval by the City.

Payments

The City shall tender all payments. No Service Provider employee shall accept any payment of any manner except when approved by the City.

Value-Added Services

The City accepts the final value-added recommendations made by the Service Provider on August 17, 2005. These will enhance the contract at no additional cost to the City.

Performance Standards

Service Provider's performance standards shall be the following:

a) Ticket accuracy over 97%;
b) Staffing and enforcement levels as defined herein;
c) Upload of unpaid tickets to occur weekly;
d) Voided (successful appeal) rate attributed to Service Provider of less than 5%;
e) Minimum of 32 hours of on-street training and 8 hours of parking code and customer service training plus participation in the City orientation program for all personnel;
f) Representation at any required meetings;
g) Proper response to all questions and complaints within 24 hours;
h) Ticket database uploaded daily for new tickets, payments, appeals and voids;
i) Detailed monthly reporting of the status of all tickets and all operating expenses;

j) Timely adjustments to problems and special events, as requested by the City;
k) Timely communication and coordination with the contract manager and Police;
l) Officers and supervisors meet customer service standards expected of other city positions, exhibit friendly resort-city demeanor and willing to assist the public in matters not directly related to job performance (giving directions, etc.);
m) Less than 2% meter malfunction attributed to maintenance;
14) Log of special deliveries made;
15) Weekly supervisor's report by supervisors;
16) Weekly schedules posted;
17) Ticket and impound reports.

At any time during the term of the contract the City believes the Service Provider is not meeting the above standards, the City shall provide notice and request correction within a reasonable amount of time. For day to day operational standards, a reasonable time shall be within 24 hours and for reporting standards, a reasonable time shall be the next reporting cycle, or as otherwise provided in the notice.

City Evaluation

The City shall conduct an annual evaluation of the service provider. If deemed necessary, the contract manager shall place the item on the City Council agenda and give the public an opportunity to respond. The City shall evaluate the performance of Service Provider in relation to the performance standards above and the Service Provider shall have an opportunity to respond. The Scope of Services may be adjusted based on the outcome of the evaluation process. If the City has found that Service Provider has not substantially complied with the performance standards (after being properly noticed of the substandard performance), and there are no mitigating factors explaining the substandard performance; the remaining management fee may be adjusted accordingly in proportion thereto.

Attachments to Scope of Services

Attachment 1 – Years 1 and 2 Cost Proposal itemized

Appendix A -"Scopre of Services" - Attachment 1

Park City Enforcement Contract

Budget: Years 1 and 2

	November	December	January	February	March	April	May	June	July	August	September	October	Total
Hourly Payroll	$6,219.38	$8,508.00	$8,508.00	$7,816.13	$8,259.38	$6,018.75	$6,420.00	$6,018.75	$8,484.00	$8,259.38	$6,219.38	$6,219.38	$86,950.50
Salaries	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$3,333.33	$40,000.00
P/R Taxes and Insurance	$3,219.26	$3,990.53	$3,990.53	$3,757.37	$3,906.74	$3,151.65	$3,286.87	$3,151.65	$3,982.44	$3,906.74	$3,219.26	$3,219.26	$42,782.32
Health & Welfare/401-K	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$904.90	$10,858.80
Uniforms	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$175.00	$2,100.00
Supplies	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$600.00
Tickets	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$1,800.00
Management Fee	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$22,200.00
	$15,901.87	$18,961.76	$18,961.76	$18,036.73	$18,629.35	$15,633.64	$16,170.11	$15,633.64	$18,929.67	$18,629.35	$15,901.87	$15,901.87	$207,291.62

City Council
Staff Report

PARK CITY 1881

PUBLIC AFFAIRS

Author: Myles Rademan
Subject: ROYAL STREET LAND COMPANY
Date: August 15, 2005
Type of Item: Property Acquisition

Summary Recommendations:
Approve a purchase agreement in a form approved by the City Attorney to purchase approximately 4.51 acres from Royal Street Corporation on the north side of Aerie Drive off of Deer Valley Drive (see map) in a bargain sale for $150,000. The source is Lower Park Avenue RDA monies as it is the intent at this time to develop the property as affordable housing. It is possible that all or a portion of the property, to be determined at a later date, will either be subdivided off or permanently protected by easement as open space and trail use (the Lost Prospector Trail currently bisects the property). If the property is protected forever as open space the RDA will be reimbursed using open space bond monies.

Description:
Property acquisition of 4.51 acres of land off Aerie Drive and Deer Valley from Royal Street Corporation for open space, trail use and/or affordable housing purposes.

Topic: Property acquisition

Background:
Royal Street Corporation (Deer Valley) owns two contiguous parcels of land zoned Estate on Aerie Drive near S.R. 224. One parcel is 2.77 acres and the other is 1.74 acres, totaling 4.51 acres (see map). Under the Estate Zoning designation one residential structure can be constructed on every three acres. It has therefore been determined by the Planning Department that combined these parcels are suitable for one residential structure. These parcels were originally excluded from the 400 acres donated to the City in the early 1980's as part of building Deer Valley Drive. There was talk at the time that they might be used to satisfy affordable housing required of Deer Valley, but this was never required at this location.

In August 1999, Royal Street executed a Public Recreation Easement Agreement with the City to facilitate a trail connection across this land for the Lost Prospector Trail, one of the most popular trails in the City. The agreement is 'at will' which means it can be terminated by the landowner with 30 days notice to the City, especially if they decide to sell or develop the property, but the agreement also provides an opportunity for the City to either purchase the land in fee or try to negotiate the acquisition of a permanent easement for a public bicycle and pedestrian trail over the property.

A number of City Council Members (Candy, Jim, Joe & Marianne) along with City Staff (Tom, Myles & Matt), and Troy Daley and Carole Potter of Mountain Trails Foundation met with Bob Wells, President of Royal Street Land Company on Wednesday, July 6, to walk the property and discuss alternatives.

While a number of alternatives emerged including subdividing the land, relocating the trail, designating a building site that would not impinge on the present trail and purchase of a permanent easement, the one idea that seemed to appeal to all parties was an outright purchase of the properties under a bargain sale agreement from Royal Street and leaving the trail in its current location and the remainder of the hillside for affordable housing uses or for permanent open space. Through negotiations Royal Street has agreed to sell the properties to the City for $150,000 through a bargain sale.

Analysis:
In light of recent real estate value escalations in Park City, purchasing these properties for $150,000 appears to be an equitable deal for the City.

Several options have been discussed and considered concerning the future of the property (relocating the trail at no cost to the City, subdividing the land and purchasing only a portion on which the trail is located, buying and then reselling a portion of the property) but they all involve considerable amounts of staff effort, similar expenditures of public monies to what is being recommended and potential disruptions and dislocations for trail users, as well as the loss of a potentially valuable affordable housing site and/or highly visible open space. None of the options would net the City anything nearly as satisfactory an outcome as an outright purchase of these properties at the agreed upon negotiated price.

COSAC at their Tuesday, August 9 meeting unanimously recommended that the City use all or a portion of $150,000 in open space monies to protect all or a portion of the 4.51 acres as permanent open space and trail access. The exact acreage to be preserved as open space and trail easement will depend on additional analysis by the Planning Department and the Trails Coordinator, pending Council direction on affordable housing directions.

Initially the entire 4.51 acres can be purchased using RDA monies, earmarked for affordable housing purposes when expended outside the RDA district which these parcels are, and then open space bond monies can be used to reimburse the RDA if affordable housing is not pursued pending further analysis.

Development of affordable housing on the site will require both a Conditional Use Permit and will be more difficult than on other sites because of the slope and the lack of utilities in Aerie Drive. No utilities serve the site at the present time.

Department Review: City Manager, Legal, Budget & Grants, Capital Projects, Trails, Planning, Engineering

Alternatives:

Approve the Request: Approve the agreement and purchase the property for $150,000 using the RDA funds for affordable housing.

Amend the Request: Approve the agreement and purchase the property using either five-year CIP funds, or open space bond proceeds.

Deny the Request: Royal Street will either terminate the City's trail easement and sell the property on the open market, or ask the City to relocate the trail easement to a less desirable location.

Continue the Item: Royal Street Corporation wishes to close on this transaction at the earliest possible date. Continuing the item might conflict with their wishes.

Do Nothing: Royal Street Corporation will ask to terminate the easement and sell the land.

Significant Impacts: This is a highly visible parcel of land and the Lost Prospector Trail bisects the upper portion of the property. It is important for the City to control this parcel for both trail, open space, and possible affordable housing reasons.

Consequences of not taking the recommended action: City will either loose or diminish the availability of a popular trail access.

Recommendation:
Purchase 4.51 acres of land from Royal Street Corporation for $150,000 in a bargain sale using RDA monies (for affordable housing) and set aside $150,000 in open space bond monies to either repurchase a portion or all of the property for open space and trail uses depending on City Council's future determination of affordable housing needs and priorities.

BARGAIN SALE AGREEMENT

This Bargain Sale Agreement ("Agreement") is entered into this day of _______ , 2005 between Royal Street Land Company, a Utah corporation ("Seller") and Park City Municipal Corporation ("City").

City agrees to purchase and Seller agrees to sell the the vacant land parcel ("Property") described in Exhibit A attached hereto on the terms and conditions herein provided.

Seller has provided to City the following documents relating to the Property which are collectively referred to as the "Seller Disclosures":
(a) a Seller property condition disclosure for the Property, signed and dated by Seller;
(b) a commitment for a policy of title insurance ("Title Commitment"); and
(c) a survey map of the Property certified by a licensed surveyor.
The Property corners have been marked by survey stakes set by the licensed surveyor. City has reviewed and accepts the content of the Seller Disclosures.

Seller represents that Seller has fee title to the Property and will convey good and marketable title to City at Settlement by special warranty deed, subject only to the exceptions set forth in the Title Commitment. City agrees to accept title to the Property subject to the contents of the Title Commitment.

Seller shall pay all general and special taxes, assessments, fees and charges for the Property for years prior to Settlement. Real property taxes and assessments for the Property for the current year shall be prorated between Seller and City as of September 30, 2005, based on the most recent tax bill or the current assessment of the Property. Seller agrees to pay for those services provided with respect to the Property before Settlement, and City agrees to pay for those services provided with respect to the Property after Settlement.

City represents and warrants that it is, and at the time of the Settlement will be, a "political subdivision" of the State of Utah within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

The Purchase Price for the Property is $150,000.00 and will be paid by City at Settlement.
At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring City in the amount of the Purchase Price.

The Property is of significant value to City as open space on which a portion of the pedestrian and biking trail system of the Park City community is located and/or for affordable housing. City acknowledges

Settlement shall take place on or before September 30, 2005. "Settlement" shall occur only when all of the following have been completed: (a) City and Seller have signed and delivered to each other or to High Country Title, Park City, Utah all documents required by this Agreement, by written escrow instructions or by applicable law; (b) any monies required to be paid by City under these documents have been delivered by City to High Country Title in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to High Country Title in the form of collected or cleared funds. Seller and City shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year shall be prorated as of September 30, 2005 at Settlement. The transaction will be considered closed when Settlement has been completed, and when the applicable closing documents have been recorded in the office of the county recorder.

Seller warrants that the Property will be in the same general condition as it is on the date of execution hereof. Seller shall deliver physical possession of the Property to City concurrent with Settlement.

The parties agree that the transaction contemplated herein has been negotiated directly between the parties without representation by outside parties (except for legal counsel). Each party agrees to indemnify the other against any claims for real estate commissions related to the transaction.

This Agreement, together with its exhibits and Seller Disclosures, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties understandings or contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

The parties agree that any dispute, arising prior to or after Settlement, related to this Agreement may (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply. Nothing in this Section shall prohibit any party from seeking emergency equitable relief pending mediation.

If City defaults, Seller may elect either to sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, City may elect either to sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees. Attorney fees shall not be awarded for participation in mediation as provided for herein.

All notices required or otherwise given under this Agreement must be in writing and signed by the party giving notice.

Except for any express warranties made in this Agreement, the provisions of this Agreement shall not apply after Settlement.

All risk of loss to the Property not caused by Seller or City, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Seller delivers possession of the Property to City.

Time is of the essence regarding the dates set forth in this Agreement. Extensions must be agreed to in writing by all parties.

Executed as of the date first above written.

Exhibit A to Bargain Sale Agreement

Description of Property

The following described parcels located in the City of Park City, County of Summit, State of Utah.

Parcel 1, South Parcel

Beginning at a point which is South 3576.98 feet and East 1275.80 feet from the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the Northeast corner of Royal Street Land Company Release Parcel 7M-4A, said point also being the Southeast corner of Royal Street Land Company Release Parcel 7M-2A; thence South 58° 02' 00" West along the Northerly boundary line of said Release Parcel 7M-4A, a distance of 711.57 feet to the Northwest corner of said Release Parcel 7M-4A; thence South 31° 58' 00" East along the Westerly boundary line of said Release Parcel 7M-4A, a distance of 158.07 feet to the intersection with the Easterly right-of-way line of the proposed State Belt Route; thence South 49° 35' 50" East along said right-of-way line 49.84 feet to a point on the Northerly line of an existing 66 foot-wide roadway easement, and following said Northerly line the next three courses: 1) North 61° 07' 00" East 74.60 feet to the point of curvature of a curve concave Northwesterly having a central angle of 05° 51' 00" and a radius of 434.00 feet; thence 2) Northeasterly along said curve an arc distance of 44.31 feet; thence 3) North 55° 16' 00" East tangent to said curve 458.57 feet to the intersection with the Easterly boundary line of said Release Parcel 7M-4A; thence North 00° 34' 06" East along said Easterly boundary line 222.59 feet to the point of beginning.
Tax Serial No.: SA-400-C

Parcel 2, North Parcel

Beginning at a point which is South 3576.98 feet and East 1275.80 feet from the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being a Southeast corner of Royal Street Land Company Release Parcel 7M-2A; thence South 58° 02' 00" West along the Southernmost boundary line of said Release Parcel 7M-2A, a distance of 736.57 feet to the Southernmost corner of said Release Parcel 7M-2A; thence North 21° 00' 07" West along a Westerly boundary line of said Release Parcel 7M-2A, a distance of 101.86 feet to a point which is distant 100.00 feet (by perpendicular measure) from said Southernmost boundary line; thence North 58° 02' 00" East parallel with said Southernmost boundary line 780.99 feet to a point on an Easterly boundary line of said Release Parcel 7M-2A; thence South 00° 34' 06" West along said Easterly boundary line 118.62 feet to the point of beginning.

Tax Serial No.: SA-400-2

PARK CITY REDEVELOPMENT AGENCY MEETING
SUMMIT COUNTY, UTAH
JUNE 9, 2005

I ROLL CALL

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

II PUBLIC INPUT

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

III MINUTES OF MEETING OF APRIL 28, 2004

Joe Kernan, "I move to approve the minutes of the meeting of April 28". Marianne Cone seconded. Motion carried unanimously.

IV CONSENT AGENDA

Resolution adopting the Park City Redevelopment Agency Budget for Fiscal Year 2005-2006 – Kay Calvert, "I move to adopt the Resolution adopting the Park City Redevelopment Agency Budget". Candace Erickson seconded. Motion unanimously carried. For the record, the RDA budget is as follows:

	Main Street	Park Avenue
Main Street debt service	$1,000,996	
Main Street CIP	2,712,847	
Lower Park Avenue debt service		$2,334,029
Lower Park Avenue CIP		4,887,927
Subtotal	$3,713,843	$7,221,956
Less:		
Interfund transactions	($650,000)	($640,000)
Beginning balance	(763,843)	(4,381,956)
Net RDA Tax Increment	$1,300,000	$2,200,000

V ADJOURNMENT

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

Prepared by Janet M. Scott, Secretary