PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
DECEMBER 19, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 19, 2013.

Closed Session

12:30pm	To discuss Property, Personnel and Litigation	
4:50pm	Break	

Work Session

5:00pm	Council questions and comments and Manager's Report	
5:10pm	Special Services Extraordinary Request discussion	PG 5
5:25pm	Main Street Construction Mitigation	PG 26
5:50pm	Break	

Regular Meeting
6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III. PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV. APPOINTMENTS AND RESIGNATIONS

1. Swearing in of Officer Chelsea McIntyre

V. Minutes from the Regular Meeting on December 12, 2013

VI. CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of authorizing the City Manager to sign a Professional Services Agreement with Ward Engineering for consultant services related to the Deer Valley Drive Phase 2 Project in the amount of $129,867. PG 50

2. Consideration of Local Consent for Special Event Temporary Alcoholic Beverage Licenses to various applicants during the 2014 Sundance Film Festival PG 62

3. Consideration of Authorization to proceed with pre–construction services for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Professional Services Provider Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. in the amount of Nineteen Thousand Nine Hundred Forty Eight Dollars. ($19,948) PG 86

4. Consideration of approving the extraordinary funding requests by Promise Park City – Park City Community Foundation in the amount of $11,500 and the Summit County Children's Justice Center in the amount of $8,000. PG 5

VI. NEW BUSINESS

1. Consideration of authorize the City Manager to enter into an annual Licensing and Support Agreement and Hosting Services Agreement with VR Compliance Software Inc. not to exceed $100,000. PG 91

2. Consideration of the Call-Up and remand of the General Plan from the Planning Commission: PG 106
   a) Public Hearing on Call-Up
   b) Action on Call-Up
   c) Consideration of Remand to the Planning Commission
   d) Continued public hearing on the pending draft the General Plan
   e) Motion to call a Joint Meeting with the Planning Commission on January 15, 2014 and to continue the City Council public hearing until February 13, 2014 Consideration of the Adoption of the General Plan

VII. ADJOURNMENT TO HOUSING AUTHORITY MEETING

PARK CITY HOUSING AUTHORITY MEETING
SUMMIT COUNTY, UTAH,
DECEMBER 19, 2013

I. ROLL CALL

II. NEW BUSINESS

1. Consideration of approval of Housing Plan for Richards Annexation PG 100
   a) Public Hearing
   b) Action

III. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 12/09/2013 See: www.parkcity.org

TENTATIVE MASTER CALENDAR

Note: This future meeting schedule is TENTATIVE and subject to change.

19 **See Agenda**

26 **No Meeting**

January
2 **No Meeting**

9 Swearing in Mayor / Council Members and Reception following meeting
Authorization to execute the Stipulated Compliance Order between Park City and Utah Division of Water Quality- Clint
Award of Construction Agreement for Quinns Fields Irrigation Filter Station
URS Corporation, Addendum 2 for Soils Management and Testing Services- 2013 Pipelines project
Liquor consent final
Blue Ribbon Commission Recommendations to Council – Matt D.
Design contract Dan's to Jan's- Heinrich
Electric Vehicle Charging Station discussion

16 **No Meeting – Sundance**

23

29-31 Visioning Retreat

February
6 Friends of the Farm- study session 45 min Denise
Farm Animals – code amendments – Work - Deb

13 PW Update- Study Session- Blake 30 min

20- **No Meeting**
27 Round Valley Annexation- Kirsten

March
6
13- **No Meeting- Last Day of Legislative Session**
20
27

April
3
10- **No Meeting- ULCT Spring Conference**
17
24

Pending Items:

Water leak adjustment policy – work
Latino Community outreach and engagement – study
Amendment to the housing resolution – for regular council – RS
Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah
Property Management contract for Transit Residential Building - Brooks R
Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW
Gamble Oak Easements, new, Heinrich
115 Sampson Avenue-Anya
Contract for Iron Horse housing fixtures and furniture- Brooks Robinson (nb)

- Housing Authority Meeting

Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – Rhoda/ Phyllis

City Council
Staff Report

Subject: Special Service Contract Request
Author: Nate Rockwood
Department: Budget, Debt, & Grants
Date: December 19, 2013
Type of Item: Administrative

Summary Recommendations:
The Special Service Contract Subcommittee recommends that Council approve the extraordinary funding requests by Promise Park City – Park City Community Foundation in the amount of $11,500 and the Summit County Children's Justice Center in the amount of $8,000.

Topic/Description:
Extraordinary Requests – Special Service Contracts

Background:
As part of the two-year budget cycle, Council approved the recommendation from the Special Service Contract Subcommittee regarding which organizations would receive funding through a Special Service Contract (SSC). As outlined in the Budget Document's Policies & Objectives section, Council may consider SSC extraordinary requests every six months if there are unallocated funds:

> **Deadlines:** All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.
>
> Extraordinary requests received after this deadline must meet all of the following criteria to be considered:
>
> **1.** The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
>
> **2.** The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
>
> **3.** The applicant must demonstrate that other possible funding sources have been exhausted.

There are currently sufficient unallocated funds available in Fiscal Year 2014 to accommodate extraordinary requests. During the last six-month period, staff received three SSC extraordinary requests (see attached applications for program detail).

- Promise Park City – Park City Community Foundation
- Summit County Children's Justice Center
- Leaders 4 Life

Analysis:
The Special Service Contract Subcommittee (Liza Simpson, Cindy Matsumoto, Nate Rockwood & Heinrich Deters) reviewed the applications and found that the Promise Park City and Summit County Children's Justice Center sufficiently satisfy all the criteria to qualify as an extraordinary request as outlined in the SSC requirements as set forth in *Budget Document Vol. I*, Policies & Objectives, Ch. 5, part 1 (pg. 119-123).

As part of the SSC Council discussion during the budget process, Council felt there was a gap in services and allocated $50,000 of SSC funds to future programing which could potentially provide improvements in victim advocacy and minority community outreach services.

The Promise Park City program goal is to increase enrollment in health insurance programs among Park City's current uninsured population. The program is joint effort by many community stake holders to provide and coordinate outreach and program awareness efforts. The program will target uninsured low-income children and adults through a partnership with the Park City School District. The program will help uninsured community members understand and utilize the healthcare services which are available to them through various Federal, State and community programs. In evaluating the Promise Park City proposal, the subcommittee feels that this type of coordinated outreach program is a step in the right direction in filling the gap that City Council recognized during the regular SSC evaluation process. (see attachment A for program details)

The Children's Justice Center of Summit and Wasatch County is a former SSC recipient. SSC funding for the organization was discontinued when the organization discontinued service to Summit County. Summit County Children's Justice Center was created in January 2012 to provide equivalent services to Summit County and Park City. The subcommittee recommends supporting the organization in the amount of $8,000 which is the yearly amount previously committed to the Children's Justice Center of Summit and Wasatch County for services. The Children's Justice Center provides a safe, child-friendly location to interview children and disabled adults victimized by abuse. (see attachment B for program details)

Leaders 4 Life Foundation is a new organization which promotes positive life philosophies for Park City area youth. The organization's underling goals are aimed at inspiring students and uniting communities in an effort to protect children from bullying and violence. The foundation is asking for funding to support the L4L Conference and to provide vehicle fuel, maintenance and insurance. In evaluating the application, the SSC subcommittee supports the underling concept of the L4L Foundation; however, the subcommittee feels they do not have sufficient information about the organization and program to make a funding recommendation. City staff will work with the Leaders for Life Foundation to obtain the required information necessary to determine if the organization meets the special service contract criteria.

The Leaders for Life program SSC application was prepared under a relatively tight timeline. The subcommittee feels the program would likely qualify as a SSC extraordinary request. Therefore, the subcommittee recommends that the Leaders 4 Life Foundation provide additional information for evaluation and the program is reevaluated for consideration once the required information is available. The application from the Leaders 4 Life Foundation is not included as an attachment to this staff report. The application will be available once all the additional information is available and the subcommittee submits a funding recommendation to City Council.

Department Review:
The Legal Department and the City Manager reviewed this report.

Alternatives:

A. **Approve:** Approve SSC Extraordinary funding requests by Promise Park City – Park City Community Foundation in the amount of $11,500 and the Summit County Children's Justice Center in the amount of $8,000. ***SSC Subcommittee Recommended***
B. **Deny:** Deny the SSC Extraordinary Request applications and reserve the remaining budgeted amount for future extraordinary requests to be used at Council's discretion.
C. **Modify:** Council may at its discretion modify the existing funding recommendation.
D. **Continue the Item:** Council may continue the item in order to obtain any additional information which it deems necessary. Council may instruct the SSC Subcommittee to reevaluate the application with additional information.
E. **Do Nothing:** This has the same effect as Alternative B.

Significant Impacts:
The Special Service Contract budget has adequate funding to award the contracts. Awarding the contract will reduce Special Service Contract remaining budget and may limit Councils ability to fund future SSC extraordinary requests.

Consequences of not taking the recommended action:
Applicants would not receive funding this fiscal year. Applicants could apply for SSC funding in FY 2015 as part of the regular 2-year SSC evaluation process.

Recommendation:
The Special Service Contract Subcommittee recommends that Council approve the extraordinary funding requests by Promise Park City – Park City Community Foundation in the amount of $11,500 and the Summit County Children's Justice Center in the amount of $8,000.

Attachments:
A Promise Park City: Park City Community Foundation SSC extraordinary request application
B – Summit County Children's Justice Center SSC extraordinary request application

PARK CITY
1884

Special Service Contract Application Form (extraordinary request)

Park City Municipal Corporation

Please provide six (**5**) copies of this application and all other requested information to the Budget, Debt, and Grants Office by the 6 month evaluation period deadline**.**

(1) Organization Contact Information

Name Katie Wright

Address P.O. Box 681499

Park City, Utah 84068

Phone 435-214-7476 Fax 435-214-7489

E-mail katie@theparkcityfoundation.org

(2) Indicate the applicable Special Service Contract category for this proposal:

- ☐ Youth Programming
- ☐ Arts
- ☐ Recycling
- ☐ Information and Tourist Services
- ☐ Victim Advocacy Services/Legal Services
- ☐ Affordable Housing/Community Services
- ☐ History/Heritage
- ☑ Health

(3) Proposed Total (One Year) Contract Amount: $11,500

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary – *one page maximum*);

2. Financial information for your organization including annual budget and other sources of potential funding. Please also include a 3 year balance sheet and income statement history (attach relevant documents);

3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and

4. Summary of how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- **a.** Quantifiable goals and objectives.
- **b.** Non-discrimination in providing programs or services.
- **c.** Cooperation with existing related programs and community service.
- **d.** Compliance with the City contract.
- **e.** Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- **a.** A clear demonstration of public benefit and provision of direct services to City residents.
- **b.** A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- **a.** A clear description of how public funds will be used and accounted for
- **b.** Other funding sources that can be used to leverage resources.
- **c.** A sound financial plan that demonstrates managerial and fiscal competence.
- **d.** A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

5. Please describe how the requested funds represent an unexpected fiscal need that could not have been anticipated before the *regular SSC* deadline.

6. Demonstrate that other possible funding sources have been exhausted.

Signed: [signature] **Date:** 10/31/13

Additional Information

1. *Specific detail on how the requested funds will be used. One page maximum.*

The goal of our pilot project is to increase enrollment in health insurance among our community's uninsured. 18% of Summit County citizens under 65 years old and 15.5% of Summit County children (under 18) are uninsured.

For those who are not eligible, we want to increase knowledge and access of a 'health home.' A health home is a place where people can go for regular health care (not just emergencies) and receive both preventative and illness specific care. People's Health Clinic is our community's health home for the uninsured.

Specifically, we will target uninsured low-income children and adults through a partnership with Park City School District. Once they are identified, through the coordination of Outreach Aides, they will be partnered with a volunteer enrollment specialist. This person will help them enroll in Medicaid or CHIP, utilize the online healthcare navigator, or connect them with services at People's Health Clinic, depending on their qualifications for varying programs.

This project is the joint effort of many key stakeholders: People's Health Clinic, Park City Medical Center, Holy Cross Ministries, Park City Community Foundation, Utah Health Policy Project, United Way of Salt Lake and Park City School District. We are operating under the umbrella of Promise Park City. Since February, we've met collectively to establish the most efficient way to increase health care coverage among our community.

To implement the program, we'll utilize Park City School District Outreach Aides, a part-time coordinator, an Ameri-Corps Health Volunteer, five volunteers and some marketing collateral to educate and inform not only children and families, but health care providers across the community. This request is to cover the costs of the Ameri-Corps volunteer and part of the costs for the informative collateral.

2. *Financial information on your organization, including annual budget and other sources of potential funding. Please include a three-year balance sheet and income statement history.*

Please see our attached annual budget, and our FY 2010 and 2011 audits, which include 3 year balance sheets and income statement history. I'm including a program budget, as this will be operated with the collective resources and input of the entities listed above. Park City Community Foundation will manage the program budget.

Contact: Katie Wright, Programs Director
Park City Community Foundation
435-214-7476; Katie@theparkcityfoundation.org

Program budget

Budget Item	Funder	Secured	Amount
PCSD Outreach Aides (1/4 time)	Park City School District/UWSL	Yes	17,500
Coordinator (1/4 time)	Intermountain Healthcare	Pending	5,000
AmeriCorps Health Volunteer		No	10,000
Marketing & Collateral	Park City Community Foundation	Partial - $1,000 from Park City Community Foundation's small grant program	2,500
		TOTAL	$35,000

We've secured funding support from United Way of Salt Lake, Park City School District (PCSD) and Park City Community Foundation (through our Small Grants Program). We're pursuing funding from Intermountain Healthcare. We also have in-kind support from Park City Medical Center (two volunteers) and other nonprofit organizations.

Park City Community Foundation is a financially sound organization with a diversity of funding sources including individual giving, sponsorship, fee for service, and our Community Pass Club program.

3. *Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (half page maximum)*

This fall, we're conducting surveys at all four PCSD elementary schools that will give us a baseline number of uninsured families and children to measure our progress against.

Specifically we will measure:
- # of families/individuals identified that lack coverage
- # of families/individuals enrolled in health care
- # of families/individuals connected to a health home

Our goal is a 10-20% increase in coverage and access to a health home.

4. *Summary of how your proposal meets the criteria described in the City's Public Service Contract Policy. (no more than one page/criterion)*

Criterion 1

a. Quantifiable goals and objectives: see information above, question 3.
b. Non-discrimination in providing programs and services. We will provide information to all who seek it, however, our target is families who are currently uninsured.
c. Cooperation with existing related programs: Please see question 1 above. This project is an outcome of on-going meetings of the Promise Health Taskforce made up of all current programs and service stakeholders. We've conceived and will implement this program collectively, based on existing gaps in resources and programming.
d. Compliance: We will comply.
e. Park City Community Foundation is a 501 c3 nonprofit, recognized by the IRS, as are all of our partners except PCSD.

Criterion 2

a. Demonstration of public benefit and provision of direct services: According to the Henry J. Kaiser Family Foundation, those who lack insurance have worse access to care and are less likely to receive preventative care and services for major health conditions and chronic diseases. Financially, the uninsured often (35%) pay for health care out-of-pocket and pay more than the uninsured. Since the average uninsured household has no net assets, medical bills often result in debt, compromised credit ratings and other long-term financial problems[1]. Our program directly links people to health care coverage and services, which insures healthier families, students and workers.
b. Demonstration of Need: 18% of Summit County citizens under 65 years old and 15.5% of Summit County children (under 18) are uninsured. In our partnership with the Park City School District, we've learned that valuable teaching and teaching preparation time is often spent with educators attempting to link children to healthcare resources (vision care, well-child visits and more). Health coverage increases preventative care of both students and their families resulting in better attendance and performance in school.

Criterion 3

a. Description of how funds will be used. Please see the program budget on page 2. We're asking for support specifically for a coordinator and for educational/outreach materials.
b. Other funding sources. Please see the program budget on page 2. Other funding sources include United Way of Salt Lake, Intermountain Healthcare Foundation, Park City Community Foundation. Additionally, nonprofit partners are providing in-kind donations of office space, office supplies and use of existing infrastructure. This program is lean and will be effective because it is integrated into already existing community resources.

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[1] The Henry J. Kaiser Family Foundation. Kff.org/uninsured/fact-sheet/key-facts-about-the-uninsured-popultion/. September 26, 2013.

c. Park City Community Foundation is in sound financial health with diverse funding resources. In August, we received accreditation with the nation's highest standard for philanthropic excellence, National Standards for U.S. Community Foundations™. It establishes legal, ethical, and effective practices for community foundations everywhere. Additionally, we offer fiscal oversight to many community programs in our role as a "fiscal sponsor." It is part of our daily practice and systems to provide financial oversight for community collaboratives, projects and programs.

d. As stated above, we're accredited with National Standards for U.S. Community Foundations because of our demonstrated history of financial management, good governance and best practices.

Criterion 4: Fair Market Value of the Services: The fair market value of service included in the public service contract should equal tor exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits. The fair market value is less than the contract because of the collective support of several funders and many partners.

5. *Please describe how the requested funds represent an unexpected fiscal need that could not have been anticipated before the regular SSC deadline.*

The funds are an unexpected fiscal need because they represent an unexpected opportunity – the outcome of a taskforce that began meeting and working together only in early February. Although each of the taskforce organization approaches their work strategically, this work is bigger than the purview of any of our single organizations, and not something we planned for.

Additionally, collaborative work is time-intensive and moves forward slowly and deliberately. However, because we're integrating our collective resources, our program is an opportunity to have tremendous impact on our local population.

Because of the above reasons, our taskforce and our organizations were not in a position to request funds during the regular SSC deadline.

6. *Demonstrate that other possible funding sources have been exhausted.* We continue to seek funds for the balance of our program budget.

The Park City Foundation
Board Report - as of September 30, 2013
September 30, 2013

	12 Month Budget	12 Month Forecast	Actual to Date		Comments
DEVELOPMENT - CASH IN					
Community Pass	$ 176,000	$ 176,000	$ 80,000	45%	6 unsold
Endowment (Administration)	15,000	15,000	-	0%	will take at end of year if need to
Community Initiatives	60,000	60,000	4,750	8%	$37,250 in pledges to date
Unrestricted Gifts	265,000	265,000	191,757	72%	
TOTAL DEVELOPMENT - CASH IN	516,000	516,000	276,507	54%	
DEVELOPMENT - CASH OUT					
Community Pass	3,000	3,000	324	11%	
Fulfillment	1,500	1,500	400	27%	
Meals & Entertainment	996	996	764	77%	
Private Receptions	8,000	8,000	1,921	24%	
Donor/Prospect Education	-	-	3,393	nm	
Endowment Campaign	10,000	15,000	23,623	nm	$5k will be reimbursed from necklace sales and 2,5k for ESP event, initial budget unrealistic
Board Meetings	3,000	3,000	692	23%	
TOTAL DEVELOPMENT - CASH OUT	26,496	31,496	31,117	99%	
TOTAL DEVELOPMENT NET CASH FLOW	489,504	484,504	245,390	51%	
OTHER INCOME - CASH IN					
Interfund Transfer - Fund Expenses	-	-	(2,984)	nm	
Interfund Transfer - Gifts	-	-	50,659	nm	
Interest & Dividends on Investments	5,004	5,004	794	16%	
Unrealized Gains on Investment	-	-	813	nm	
Support Fee Revenue	47,004	47,004	30,600	65%	
TOTAL OTHER INCOME - CASH IN	52,008	52,008	79,881	154%	
ADMINISTRATION - CASH OUT					
Accounting - Audit	12,600	12,600	11,000	87%	
Accounting - Daily activities	10,980	13,500	12,691	94%	
Accounting - Payroll	19,980	19,980	13,947	70%	
Accounting - Taxes	2,000	2,000	213	11%	
Accounting-Bank Fees	996	1,500	1,415	94%	
Credit Card Processing	1,800	1,800	1,393	77%	
Benefits - Auto	7,500	7,500	4,393	59%	
Benefits – Health, Dental, Life & Disability	23,496	23,496	18,088	77%	
Benefits - 401k Plan	2,000	2,000	920	nm	
Benefits - Staff Education	7,000	7,000	1,425	20%	
Benefits - ski passes	1,000	1,000	2,397	240%	expense here will be rebooked, forecast on budget
Contract Labor	2,000	2,000	1,050	53%	
Data Software – FIMS	12,804	12,804	9,674	76%	
Fund Expense	-	-	36,324	nm	
Insurance – D&O	756	756	-	0%	
Insurance – Workers comp	750	750	67	9%	
Insurance -Business	600	1,900	1,863	98%	
License & Fees	396	396	100	nm	
Office Supplies	2,500	2,500	1,538	62%	
Postage & Shipping	1,000	1,000	803	80%	
Rent	9,000	9,000	6,855	76%	
Salary	240,000	240,000	170,246	71%	
Subscriptions	-	-	185	nm	
Technology - Equipment & software	3,000	3,000	2,144	71%	
Technology – Repair & Maintenance	2,496	2,496	2,116	85%	
Technology – Telephone (office & mobile)	6,000	6,000	4,841	81%	
Travel - Airfare	2,496	2,496	1,105	44%	
Travel - Car Rental	996	996	101	10%	
Travel - Hotel	2,496	2,496	1,888	76%	
Travel - Meals & Entertainment	996	996	145	15%	
Travel - Other	250	250	218	87%	
TOTAL ADMINISTRATION - CASH OUT	377,888	382,212	309,145	81%	
COMMUNITY PROGRAMMING - CASH OUT					
Community Initiatives	32,000	32,000	13,013	nm	
Information Program	1,000	1,000	-	0%	
Nonprofit Education	6,500	7,530	7,530	100%	
Nonprofit Funding - CF Annual Grants	105,000	120,000	120,000	100%	Cole Sport activity - February, Plus annual CF Grants

TOTAL COMMUNITY PROGRAMMING - CASH OUT	**144,500**	**160,530**	**140,543**	88%
COMMUNICATIONS - CASH OUT				
Dues	3,996	3,996	2,076	34%
Database Software - Constant Contact	500	500	650	32%
Marketing & Public Relations	2,004	2,004	-	29%
Collateral Materials	2,004	2,004	632	32%
Website Development	996	996	-	0%
Website Maintenance	1,000	1,000	669	67%
TOTAL COMMUNICATIONS - CASH OUT	**10,500**	**10,500**	**4,027**	38%
Total CASH IN	**541,512**	**536,512**	**325,271**	61%
Total CASH OUT	**532,888**	**553,242**	**453,715**	82%
Net Cash Flow	**8,624**	**(16,730)**	**(128,444)**	

SUMMIT COUNTY CHILDREN'S JUSTICE CENTER

"Putting the Pieces Back Together"

Park City Municipal
Special Services Contract Application (Extraordinary Request)

1. The Summit County Children's Justice Center serves all children in Summit County and Park City under the age of 18 as well as disabled adults victimized by abuse. The purpose of the Summit County Children's Justice Center is to provide a safe location to thoroughly and professionally investigate incidents of child abuse or disabled adult abuse while protecting these vulnerable members of our community. The Summit County Children's Justice Center provides a comprehensive, multi-disciplinary team response to allegations of child sexual abuse, physical abuse, neglect, and children witnessing domestic violence or living in drug endangered homes.

   The multi-disciplinary team is comprised of detectives from Park City Police Department, Summit County Sheriff's Office, Department of Child and Family Services, Summit County Attorney's Office, Summit County Victim Advocate, and Valley Mental Health. To operate our Center at an optimal level, funds received by Park City Municipal will help support the training, mission statement, community education and program expenses for our team members. These funds will specifically assist with sending members of the Park City Police Department to investigative training as well as help maintain the upkeep of the center utilized by the Park City Police Department.

   The Summit County Children's Justice Center opened its doors in January 2012 with space provided by Summit County as well as funds from Summit County. In previous years, Park City Municipal provided funding to the Wasatch Children's Justice Center when the center was shared by Wasatch and Summit County. Based on need in our community, our center was opened to better serve families in Park City and Summit County.

Criterion 1:

The goals and objectives of the Summit County Children's Justice Center are to provide a safe, child-friendly location to interview children and disabled adults victimized by abuse as required by Utah State Statute: 67-5b-101 through 107. The mission of our center is to reduce and minimize any further trauma to children and families. This mission is accomplished through our confidential center as well as our multi-disciplinary team approach. Our center provides services to all child victims and disabled adult victims through support, outreach, resources, and community education.

The Summit County Children's Justice Center currently works collaboratively with other agencies such as Valley Mental Health, Peace House, the Department of Child and Family Services, the Victim Advocate as well as other resource agencies. The Summit County Children's Justice Center is a non-profit governmental agency. Our tax identification number is: 876000295. Currently there are three separate accounts for the Summit County Children's Justice Center within the tax identification number. Those accounts manage revenue sources, grant monies, and contributions. Due to our status as a non-profit, governmental agency we did not obtain an IRS Determination Letter.

Criterion 2:

The Summit County Children's Justice Center serves all families and children of Park City. Due to our location and our unique services, this benefit is necessary and critical to the families traumatized by abuse in Park City. The Summit County Children's Justice Center is utilized by detectives and law enforcement employed by Park City Municipal.

The requested funds will be used to fund on-going, mandatory training for our detectives and other members of the multi-disciplinary team. The requested funds will also assist with the daily operation and maintenance costs. Additionally, we are required to participate in community education and awareness.

Criterion 3:

The requested funds will be accounted for in our budget as a contribution to help with our maintenance, training, and other required functions of the Summit County Children's Justice Center. The Summit County Children's Justice Center currently receives grants and gifts from generous donors and events while receiving $12,000 from Summit County. Our current needs include building costs, camera equipment costs, office supplies, resource materials, training, meetings, and resource assistance.

Based on the organization of the Summit County Children's Justice Center we operate within a fiscally responsible manner. This is demonstrated by the protocols which minimize the need for outside funds for additional staff and miscellaneous other expenses.

Criterion 4:

The fair market value of the services shall exceed the compensation provided by Park City Municipal due to an increase in services provided from year to year.

The funds requested are funds that would have previously been provided to the Wasatch/Summit Children's Justice Center. Due to the opening of the Summit County Children's Justice Center, the funds will help provide the services utilized by Park City Police Department and serves members of the Park

City Community. These funds were previously needed at the time of opening to help mitigate opening costs and are being requested at this time.

For further information, please contact: Christina Sally, Investigator, (435) 615 – 3829, csally@summitcounty.org

Thank you.

PARK CITY
1884

Special Service Contract Application Form (extraordinary request)

Park City Municipal Corporation

Please provide six (5) copies of this application and all other requested information to the Budget, Debt, and Grants Office by the 6 month evaluation period deadline.

(1) Organization Contact Information

Name CHRISTA HORTIN, (DIRECTOR)

Address C/O 6300 JUSTICE CENTER DR.
PARK CITY, UT 84098

Phone (435) 615-3206 Fax (435) 615-3833

E-mail chortin@summitcounty.org

(2) Indicate the applicable Special Service Contract category for this proposal:

☒ Youth Programming ☒ Victim Advocacy Services/Legal Services
☐ Arts ☐ Affordable Housing/Community Services
☐ Recycling ☐ History/Heritage
☐ Information and Tourist Services ☐ Health

(3) Proposed Total (One Year) Contract Amount: $ 5000.00

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary — *one page maximum*);

2. Financial information for your organization including annual budget and other sources of potential funding. Please also include a 3 year balance sheet and income statement history (attach relevant documents);

3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and

4. Summary of how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization – The organization must have the following:

- **a.** Quantifiable goals and objectives.
- **b.** Non-discrimination in providing programs or services.
- **c.** Cooperation with existing related programs and community service.
- **d.** Compliance with the City contract.
- **e.** Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit – The organization must have the following:

- **a.** A clear demonstration of public benefit and provision of direct services to City residents.
- **b.** A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support – The organization must have the following:

- **a.** A clear description of how public funds will be used and accounted for
- **b.** Other funding sources that can be used to leverage resources.
- **c.** A sound financial plan that demonstrates managerial and fiscal competence.
- **d.** A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

5. Please describe how the requested funds represent an unexpected fiscal need that could not have been anticipated before the *regular SSC* deadline.

6. Demonstrate that other possible funding sources have been exhausted.

Signed: ______________________ **Date:** 10/25/13

Report Criteria:
- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Include All Comments
- Page and Total by Fund
- All Segments Tested for Total Breaks
- [Report].Account Number = "204960623000","203810100000","203810100000"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
CONTRIBUTIONS CJC			12/31/2011 (14/11) Balance	20-3810-100-000			.00
06/20/2012	CRZIO	1014477	2012 CONTRIBUTION - FRIENDS OF UTAH C			500.00-	
			06/30/2012 (06/12) Period Totals and Balance		.00 *	500.00- *	500.00-
11/07/2012	CRZIO	6000737	DONATION - OOFCC CAR CLUB			4,000.00-	
			11/30/2012 (11/12) Period Totals and Balance		.00 *	4,000.00- *	4,500.00-
12/05/2012	CRZIO	1015318	CJC DONATION - PC BOARD OF REALTORS			16,696.78-	
			12/31/2012 (12/12) Period Totals and Balance		.00 *	16,696.78- *	21,196.78-
12/31/2012	JE	6	Record Contrib of funds to CJC			12,000.00-	
			12/31/2012 (14/12) Period Totals and Balance		.00 *	12,000.00- *	33,196.78-

YTD Encumbrance .00 YTD Actual -33,196.78 Total -33,196.78 YTD Budget .00 Unearned (33,196.78)

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
CJC (CHILDRENS JUSTICE CTR)			12/31/2011 (14/11) Balance	20-4960-623-000			.00
04/17/2012	AP	1582	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: Registration CJC/Josh Wall, S White **Inv. Date: 4/17/2012 **PO No:		150.00		
04/17/2012	AP	1583	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: Ed Clouse, Chentelle Daley **Inv. Date: 4/17/2012 **PO No:		150.00		
04/17/2012	AP	1584	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: Jeremy Eaton, Mary Ford **Inv. Date: 4/17/2012 **PO No:		150.00		
04/17/2012	AP	1585	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: C Hoffmeyer, Amanda Jensen **Inv. Date: 4/17/2012 **PO No:		150.00		
04/17/2012	AP	1586	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: Joy Natale, **Inv. Date: 4/17/2012 **PO No:		75.00		
04/17/2012	AP	1587	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: Summit County **Desc: Rick Penrod, Jody Sargent **Inv. Date: 4/17/2012 **PO No:		150.00		
			04/30/2012 (04/12) Period Totals and Balance		825.00 *	.00 *	825.00
05/01/2012	AP	1773	SALLY, CHRISTINA **VendorNo: 101375 **Inv. No: 04/15/2012 **Desc: Reimburse CJC Mtg Supplies **Inv. Date: 5/1/2012 **PO No:		85.13		

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
05/17/2012	AP	2269	UTAH AG'S OFFICE / CJC PROGRAM **VendorNo: 173422 **Inv. No: 04/27/2012 **Desc: Registration CJC:P Quinlan & R Hatch **Inv. Date: 5/17/2012 **PO No:		150.00		
			05/31/2012 (05/12) Period Totals and Balance		235.13 *	.00 *	1,060.13
06/27/2012	AP	1887	ALPINE OFFICE PRODUCTS **VendorNo: 3556 **Inv. No: 112407 **Desc: office supplies **Inv. Date: 6/27/2012 **PO No:		16.78		
06/25/2012	AP	1888	ALPINE OFFICE PRODUCTS **VendorNo: 3556 **Inv. No: 112407#2 **Desc: office supplies **Inv. Date: 6/25/2012 **PO No:		22.49		
			06/30/2012 (06/12) Period Totals and Balance		39.27 *	.00 *	1,099.40
07/17/2012	AP	1492	SALLY, CHRISTINA **VendorNo: 101375 **Inv. No: 2080479 **Desc: reim bagels CJC Advisory Brd mtg **Inv. Date: 7/17/2012 **PO No:		30.50		
			07/31/2012 (07/12) Period Totals and Balance		30.50 *	.00 *	1,129.90
08/08/2012	AP	988	UTAH CHILDREN'S JUSTICE CENTER **VendorNo: 173847 **Inv. No: Bobbi Fosburg **Desc: TF-CBT Training Bobbi Fosburg **Inv. Date: 8/8/2012 **PO No:		75.00		
			08/31/2012 (08/12) Period Totals and Balance		75.00 *	.00 *	1,204.90
09/05/2012	AP	108	HEWLETT PACKARD **VendorNo: 98255 **Inv. No: 51669452 **Desc: computer CJC **Inv. Date: 9/5/2012 **PO No:		638.92		
			09/30/2012 (09/12) Period Totals and Balance		638.92 *	.00 *	1,843.82
10/23/2012	AP	2101	GOVCONNECTION INC **VendorNo: 173846 **Inv. No: 49362639 **Desc: 42" monitor **Inv. Date: 10/23/2012 **PO No:		422.45		
10/01/2012	AP	2102	GOVCONNECTION INC **VendorNo: 173846 **Inv. No: 49428448 **Desc: wall mount for 32x60 **Inv. Date: 10/1/2012 **PO No:		48.78		
			10/31/2012 (10/12) Period Totals and Balance		471.23 *	.00 *	2,315.05
			12/31/2012 (14/12) Period Totals and Balance		.00 *	.00 *	2,315.05

YTD Encumbrance .00 YTD Actual 2,315.05 Total 2,315.05 YTD Budget .00 Unexpended (2,315.05)

	Debit	Credit	Proof
Number of Transactions: 19 Number of Accounts: 2			
Total MISCELLANEOUS SPECIAL REVENUE:	2,315.05	33,196.78-	30,881.73-

	Debit	Credit	Proof
Number of Transactions: 19 Number of Accounts: 2 Grand Totals:	2,315.05	33,196.78-	30,881.73-

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance

Report Criteria:

- Actual Amounts
- All Accounts
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- Page and Total by Fund
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- [Report].Account Number = "204960623000","203810100000","203810100000"

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Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
CONTRIBUTIONS CJC			12/31/2012 (14/12) Balance	20-3810-100-000			.00
01/30/2013	CRZIO	1015625	SUMMIT SOTHEBY'S INTERN. CARING FUND Description: SUMMIT SOTHEBY'S INTERN. CARING FUND - THE PARK CITY FOUNDATION			500.00-	
			01/31/2013 (01/13) Period Totals and Balance		.00 *	500.00- *	500.00-
03/29/2013	CRZIO	6000790	CONTRIBUTION - SUMMIT COUNTY			12,000.00-	
			03/31/2013 (03/13) Period Totals and Balance		.00 *	12,000.00- *	12,500.00-
04/15/2013	AP	1688	UTAH CHILDREN'S JUSTICE CENTER **VendorNo: 173847 **Inv. No: 10Apr2013 **Desc: Registration Fees **Inv. Date: 4/15/2013 **PO No:		1,110.00		
04/30/2013	JE	17	utah CJC Register			1,110.00-	
			04/30/2013 (04/13) Period Totals and Balance		1,110.00 *	1,110.00- *	12,500.00-
08/19/2013	CRZIO	1016761	SAFETY CAMP - ATTORNEY SAFETY CAMP			1,395.00-	
			08/31/2013 (08/13) Period Totals and Balance		.00 *	1,395.00- *	13,895.00-
			10/31/2013 (10/13) Period Totals and Balance		.00 *	.00 *	13,895.00-

YTD Encumbrance .00 YTD Actual -13,895.00 Total -13,895.00 YTD Budget .00 Unearned (13,895.00)

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
CJC (CHILDRENS JUSTICE CTR)			12/31/2012 (14/12) Balance	20-4960-623-000			.00
03/12/2013	AP	850	UTAH ATTORNEY GENERAL OFFICE **VendorNo: 15979 **Inv. No: Hillary Poor **Desc: mental health training **Inv. Date: 3/12/2013 **PO No:		75.00		
03/22/2013	AP	2075	SUMMIT COUNTY CHILDRENS JUSTICE **VendorNo: 174498 **Inv. No: 2013 **Desc: 2013 Non-Profit Contribution **Inv. Date: 3/22/2013 **PO No: 130086		12,000.00		
			03/31/2013 (03/13) Period Totals and Balance		12,075.00 *	.00 *	12,075.00
04/30/2013	JE	17	utah CJC Register		1,110.00		
			04/30/2013 (04/13) Period Totals and Balance		1,110.00 *	.00 *	13,185.00
04/29/2013	AP	360	UTAH ATTORNEY GENERAL OFFICE **VendorNo: 15979 **Inv. No: 2013(2) **Desc: Registration: Cazier, Jackson & Ryan **Inv. Date: 4/29/2013 **PO No:		270.00		
04/29/2013	AP	680	TABET, TRACEY **VendorNo: 174570 **Inv. No: 11560355 **Desc: Candy & Assessory Kit Reimburse **Inv. Date: 4/29/2013 **PO No:		15.38		
			05/31/2013 (05/13) Period Totals and Balance		285.38 *	.00 *	13,470.38
06/18/2013	AP	407	BANKCARD CENTER **VendorNo: 5410 **Inv. No: 1361/JUN13 **Desc: Lodging/CJC Symposium **Inv. Date: 6/18/2013 **PO No:		202.68		

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
			06/30/2013 (06/13) Period Totals and Balance		202.68 *	.00 *	13,673.06
07/30/2013	AP	371	ADS-UP PROMOTIONS		2,081.91		
			**VendorNo: 18600 **Inv. No: 4234 **Desc: t-shirts/bike bottles/ flags/banner CJC camp **Inv. Date: 7/30/2013 **PO No: **Remit Name: ADS-UP PROMOTIONS **Merchant Vendor No: 18600 **Merchant Vendor Name: ADS-UP PROMOTIONS **Invoice Created By: Clarity API				
			08/31/2013 (08/13) Period Totals and Balance		2,081.91 *	.00 *	15,754.97
10/15/2013	AP	2471	ALPINE OFFICE PRODUCTS		11.20		
			**VendorNo: 3556 **Inv. No: 122399 **Desc: (2) headphones **Inv. Date: 10/15/2013 **PO No: **Remit Name: ALPINE OFFICE PRODUCTS **Merchant Vendor No: 3556 **Merchant Vendor Name: ALPINE OFFICE PRODUCTS **Invoice Created By: Clarity API				
			10/31/2013 (10/13) Period Totals and Balance		11.20 *	.00 *	15,766.17

YTD Encumbrance .00 YTD Actual 15,766.17 Total 15,766.17 YTD Budget 90,000.00 Unexpended 74,233.83

	Debit	Credit	Proof
Number of Transactions: 13 Number of Accounts: 2			
Total MISCELLANEOUS SPECIAL REVENUE:	16,876.17	15,005.00-	1,871.17
Number of Transactions: 13 Number of Accounts: 2	Debit	Credit	Proof
Grand Totals:	16,876.17	15,005.00-	1,871.17

Report Criteria:

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- All Accounts
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- [Report].Account Number = "204960623000","203810100000","203810100000"

City Council Staff Report

Subject: Main Street Construction Mitigation
Author: Jonathan Weidenhamer
Department: Sustainability
Date: December 19, 2013
Type of Item: Informational

Summary Recommendations:
Affirm support to refine use of existing tools to further coordinate and mitigate impacts of building permits on Main Street.

Topic/Description:
Mitigation of impacts from building permits on Main Street.

Background:
On October 31, 2013 during Staff communication the Building Official, Chad Root overviewed the number and scope of building permits on Main Street in the context of impacts created. The City Council declined to pursue a temporary zoning ordinance or other restraining measures to limit the amount or type of permits, but expressed frustration with the impacts resulting from the construction.

On December 5, 2013 during Council's Questions and Comments a consensus of Council expressed ongoing frustration with the number of complaints and overall impacts stemming from Main Street construction. Specific examples were voiced with cranes in the right-of-way (ROW) as well temporary pedestrian re-routing at the bigger projects.

Since the input from Council on Halloween, staff has been working towards a more coordinated effort and response to address their concerns. We've had 4 internal meetings and an external stake holder meeting on December 9, 2013. The goal of that meeting was to make sure we understood various sides of the issue and provided a forum for a dialogue and putting potential solutions on the table. In addition to staff from Sustainability, Budget, Planning, Building and Engineering, the following external stakeholders were involved:

Steve Bruemmer – Elliott Work Group;
Hans Fuegi – Property & Business Owner;
Steve Brown – Consultant;
Alison Butz – Exec. Director HPCA;
Stephanie Johnston – GM Marriott Summit Watch, VP HPCA.

Next year we anticipate an intense construction season, but generally believe there has been massive pent up demand for these remodels, both in demand and ability to finance. In the longer term the amount of projects should be less concentrated.

Analysis:

The importance of the internal staff meetings was to focus on current LMC authority and any applicable statutory limitations put in place by the State of Utah. Any proposed change needs to be consistent with current enabling authority, unless further code amendments are pursued. The Building Code compliance tool, "Ace" is a somewhat clumsy tool in that it uses progressive discipline starting at $100 fines.

A recap of the external meeting includes:

- Main Street is different. Reliant on pedestrian experience, visibility, and easy access;
- Merchants impacted by no notice, lack of information on schedule, scope, cranes, and inhibited pedestrian experience;
- Lots of critical decision points on the part of the developer/owner, not just jerking everyone around;
- But decisions being made for bottom line of developer, not in best interest of overall street, community or other adjacent businesses;
- City should establish specific protocols & predictability for the needs of community that can be agreed to in Construction Mitigation Plan (CMP);
- The more specific the better, ie detailed schedule for pedestrian walkways, type /location/duration of crane in situation a, b, c;
- For ROW work specific permitting & language with thresholds & certain performance standards;
- What will the penalty be to developer for bad performance? CMP/Ace doesn't have sharp teeth;
- Why is city still issuing permits to those who aren't performing?
- Main Street Mall is going better; all have worked hard to coordinate. Communication and managing expectations is critical!;
- Contractor should be responsible for noticing adjacent neighbors;
- MS ombudsman;
- HPCA Business Improvement District (BID) may have role in preserving Main Street economic vitality;
- Discourage construction during winter?;

The Building Official ultimately is responsible for issuance and compliance of Building Permits. The City Engineer is responsible for permits for use of the City's ROW and coordinates with the Parking Department on parking issues. One of the principles of the standing 1997 General Plan as implemented by supporting 1999 Land Management Code (LMC) language, the City assumed a position on growth and development based on "mitigation". Vigorous construction mitigation plans ("CMP") were the norm for large and complex projects. See Exhibits B, Sky Lodge CMP, and C, Montage CMP.

The primary outcomes of this process are to reframe and recommit to our existing CMP process and ROW permitting to be more express and specific, meaning establish clear parameters, deadlines and expectations and ramifications. We believe the development community has been given a bit too much leeway and the pendulum needs to swing back closer to center. Staff intends to revise existing CMP process to establish clear and defined parameters, protocols and performance standards. Areas of focus will include:

1. Audit of current CMP's & ROW permits;
2. Duration & location of cranes & dumpsters proposed;
3. Limiting outside work during critical times & events;
4. Consider temporary directional or informational banners adjacent to projects;
5. Pre - construction meetings for bigger projects that include applicant, City & HPCA. These would address schedule, scope, cranes, temporary pedestrian improvements;
6. Same as above, but ongoing due to change in scope or critical departures in schedule or other details;
7. Provide notice to HPCA of all permits on Main Street;
8. Evaluate ROW permits & fees (including parking);
9. Evaluate use of "stop – work" orders as an enforcement tool;
10. Building and Engineering commitment to thorough coordination with Planning & Sustainability.
11. Parking Permit policy- who gets permits and who doesn't, how many
12. Including a disclaimer that all CMPs are subject to change by PC Building throughout the duration of the construction project. This may result in a waiver or increase of restrictions. Failure to comply with all items listed on a CMP may result in a stop work order, administrative citations/fees and/or criminal action.

This effort will take additional allocated resources (likely from the Building Department and City Engineer) to implement, and ultimately may take incremental (staffing) resources. Currently ROW permits are issued on an "honor" system where the contractors are required, as a condition of approval to the building permit, to pull an additional permit to work in or use the ROW. However, we don't proactively ensure this happens.

The CMP process will be expanded and in the interim or on a trial basis, while we work out the kinks and figure out how much of an effort this may take, the effort can be done with existing resources. However, staff believes that this is providing a higher level of service for the Main Street core, and we may ask Council to increase the scope of the BID if this creates the need for permanent staffing.

With regard to mitigating construction impacts between now and the end of Sundance, staff intends to take the following steps that should have a visible and positive impact on Main Street:

632 Main (Silver Queen)

a) Sidewalks along Heber & Main to open;
b) Crane removed through Sundance;
c) By Christmas the ROW will be cleared of dumpster any other construction equipment;
d) Crane will be allowed to be used in the ROW on designated days after Sundance as approved by Building Official and City Engineer and for set specific days probably not to exceed two days at a time.

201 Main (Zoom/Sky Plaza)

a) No ROW permit required (no construction/activity in ROW);
b) Plaza to be completed by Sundance;
c) Tenant deadlines (Acura renter);
d) Next phase more detailed CMP & ROW permits anticipated.

692 Main (next to Marriott Summit Watch)

a) ROW permit not issued;
b) Application for a ROW permit required by Jan 1, 2014;
c) Crane stays during Sundance.

333 Main (Mall)

a) Hosted pre-construction meetings with staff & HPCA;
b) Applied for ROW permits;
c) Building/Engineering currently approved current ROW encroachment
d) Sidewalks may be open during Sundance (TBD);
e) Temporary banners around construction fencing;
f) CMP is being finalized.

Overall

a) Impacts on ROW need explicit start and stop dates;
b) Subject to change at any time by Park City;
c) Building and Engineering have no control over parking permits, but will commit to further coordination of parking permits with Building and ROW permits;
d) Building is reformatting how it does CMP's for all permits. Two steps on a CMP:
    1. Standard CMP from Plan Checkers;
    2. Community Service Officer for Main Street and other larger projects.

Department Review:
Economic Development Manager, Budget, Building, Planning, Engineering, Legal, City Manager.

Significant Impacts
There may be push back from the development community. The audit of the existing CMP's for some of the larger projects are already resulting in more oversight and removal of a crane in one situation. This will cost developers money that they hadn't anticipated spending.

The more the City can define on the front end the parameters, protocols and performance standards we expect, it is reasonable to expect any good general contractor to meet those standards and build them into their budget.

Issues for Discussion

1. Does our recommendation satisfy Council?
2. Should we consider stronger methods? Examples could be restricting winter work.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Internationally recognized & respected brand (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Enhanced conservation efforts for new and rehabilitated buildings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Engaged, capable workforce + Engaged and informed citizenry + Streamlined and flexible operating processes (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ⬆	Positive ⇧	Neutral ⇔	Positive ⇧
Comments:				

Funding Source:

The downtown projects can fund in the interim staff resources to assist with additional internal and external coordination as well as compliance as necessary. In the longer term an isolated funding source may be necessary.

Consequences of not taking the recommended action:

Lack of a higher level of coordination on building permits on Main Street will continue to cause unintended impacts on Main Street.

Recommendation:

Affirm support to refine use of existing tools to further coordinate and mitigate impacts of building permits on Main Street.

Exhibits:

A CMP Template
B Sky Lodge CMP
C Montage CMP

Exhibit A – CMP Template

CONSTRUCTION MITIGATION PLAN

PERMIT #:___________________________

ADDRESS:____

CONTRACTOR:____
Name, Address, Contact Person, Phone Numbers

1. <u>Hours of Operation</u> are 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sundays. Comments:____
____

2. <u>Parking</u> will not block reasonable public and safety vehicle access, will remain on same side of street and on pavement only. Within paid and permit only areas, applicant mu8st complete a Special Use of Public Parking form and submit an approved parking site plan as attachments to this application. Upon approval, payment for parking will be required at the Public Works Department. Unless specifically approved, parking will be limited to two essential vehicles and one space occupied by a dumpster. An employee shuttle plan must be required if adequate parking is not available for the project. Comments:________________________________
____
____

3. <u>Deliveries</u> will be during hours of operation only. Comments:____________________________
____
____

4. <u>Stockpiling & Staging</u> will be on site and within the approved limits of disturbance fence. Comments:____
____

5. <u>Construction Phasing</u> if necessary, may be required and will be authorized by the Building Official. Comments:____
____

6. Trash Management & Recycling - Construction site will provide adequate storage and program for trash removal and will keep site clean daily. Recycling is encouraged. Comments:_________________

____

____

7. Control of Dust & Mud will be controlled daily. Gravel will be placed in the egress and ingress areas to prevent mud and dirt from being tracked on streets. Water will be on site to prevent dust. Comments:____

____

8. Noise will not be above 65 decibels which violates the noise ordinance and will not be made outside the hours of operation. Comments:____

____

9. Grading & Excavation will be during hours of operation and trucking routes may be restricted to prevent adverse impacts.
Cubic Yards to be removed:_____________ Destination:___________________________________
Comments:____

10. Temporary Lighting if used, will be approved by the Planning Department. Comments:________

____

11. Construction Sign will be posted on site and in a location that is readable from the street. The sign will not exceed 12 square feet in size and 6 feet in height. The lettering will not exceed 4 inches in height and will include the following information: Contractor name, address, phone number and emergency contact information. Comments:____

____

12. Other Issues: location for concrete truck washout:______________________________________
It is prohibited to washout concrete trucks at any location other than those designated on this form.
Dogs will be prohibited from construction site. Information will be provided to neighboring property owners to help them be aware of project and to keep the lines of communication open. Comments:____

13. Erosion Control: Storm Water Management Plan - Attachment A - will be reviewed, signed and attached to this construction mitigation plan. Comments: ___________________________________

____

Contractor Signature:_________________________________ Date:__________________________

Approved By:____ Date:__________________________

Exhibit B – Sky Lodge CMP

CONSTRUCTION MITIGATION PLAN

PERMIT #: __B06-11245___

ADDRESS: 201 Heber Avenue__(Sky Lodge)____________________________________

CONTRACTOR: Jacobsen Construction Company, Inc.
3131 West 2210 South
Salt Lake City, UT 84119
Phone (801) 973-0500
Fax (801)956-0403
jbassett@jacobsenconstruction.com

1. Hours of Operation are 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sundays. Comments:_ Construction activity is not permitted to occur on the dates that it would have a negative impact on Special Events. Anticipated events at this time: June 24, 2006, July 4, 2006, July 7, 2006, August 3-4, 2006- no work permitted past 5PM, August 5-6, 2006, August 12, 2006, December 23, 2006- January 2, 2007 and January 18-28, 2007 (Additional dates to be determined by the Special Events and Building Department.)
The Park City Building Official can approve work hour extensions as needed. Requests must be made to him in writing at least 24 hours in advance.
If work can be accommodated within the site on any of the above dates, Jacobsen Construction must submit a request in writing to the Park City Building Department explaining the type of work that they would like to do during the event. If it is found to not have a negative impact on the Events, it can be considered by the Building and Engineering Department for approval. (No work is to occur on these dates without that specific approval.) However, Park City is very willing to negotiate this activity in order to accommodate both the event and the construction.

2. Parking will not block reasonable public and safety vehicle access, will remain on same side of street and on pavement only. Within paid and permit only areas, an approved parking plan will be obtained from the Public Works Department. Comments:_ Any parking in city lots or on-street parking spaces must be approved by the Parking Department.
No construction equipment, (forklifts, cranes, backhoes, etc.) are permitted to be driven or parked on Heber, Main Street, or any other property outside of the construction site unless otherwise approved (this excludes unloading of deliveries in the delivery zone).
Overflow parking must be shuttled to the site from a remote location. No Main Street or Heber Avenue parking is permitted for any construction activity or vehicles, (outside of the loading zone).
Parking on site is permitted once the parking structure is completed and deemed safe by a Park City Building Inspector.

Use of the 4 spaces in the Heber Ave delivery zone, (see site plan) is approved. Payment for the spaces must be made to the Parking Department. Deliveries can not block any street, (partially or completely). (Delivery trucks must pull completely into the delivery zone and allow a free flow of traffic to pass.) Additionally, the construction activity can not block the sidewalks unless approved.

If road closures are needed, requests must be submitted and approved by the Building Department at least 24 hours in advance.

The sidewalk on the North side of Heber and Main will be closed for the duration of the construction project, from the Poison Creek parking garage to the corner of Heber and Main. A covered walkway will be placed from the corner of Heber and Main to the Entrance of the Easy Street Brasserie to allow for safe pedestrian access to the building. Plans for the walkway will be submitted to the Park City Building Department for review and approval. Additionally, signage will be required at the corners of Heber and Main and Heber and Swede Alley to notify pedestrians that the sidewalk is closed ahead.

3. Deliveries will be during hours of operation only. Comments: All deliveries must comply with the Park City Municipal Code, Title 9-8-3, Delivery Vehicles in the Main Street Core.

No delivery trucks may block ANY City Streets while making deliveries, even for a short period of time. If a road closure can not be avoided the delivery must be coordinated and approved by the Building Department.

Some deliveries will require forklift traffic onto Heber Avenue from the Unloading zone to the site. Any equipment with metal tracks is not permitted to exit the construction site. All of this activity must be maintained in the unloading zone, (forklifts can unload from the rear of the trucks or on the side of the sidewalk.) If unloading can not be accomplished without entering the traffic lane on Heber Avenue, Jacobsen Construction will apply for a road closure permit at least 24 hours in advance, (safety precautions will be required).

If the crane is used at any time to unload deliveries, it may only unload deliveries from the Heber Avenue unloading zone, (where the sidewalk is closed and pedestrian access is limited.)

4. Stockpiling & Staging will be on site and within the approved limits of disturbance fence. Comments: Due to the location of the site and high volume of pedestrian traffic, the LOD fence is required to be made of chain link fencing and will have to encompass the entire site so that it is inaccessible to pedestrians. (Openings in the chain link are permitted to allow construction access.)

5. Construction Phasing if necessary, may be required and will be authorized by the Building Official. Comments: All Construction Phasing must be maintained within the approved LOD area unless otherwise approved. This includes but is not limited to just-in-time deliveries.

If the construction fence is reconfigured at any time during the project, Jacobsen Construction will be required to have a re-inspection of the fence location and a site plan must be submitted to the Building Department to reflect the change.

6. Trash Management & Recycling - Construction site will provide adequate storage and program for trash removal and will keep site clean daily. Recycling is encouraged. Comments:____

7. Control of Dust & Mud will be controlled daily. Gravel will be placed in the egress and ingress areas to prevent mud and dirt from being tracked on streets. Water will be on site to prevent dust. Comments: No mud or dirt is to be tracked onto the City Street. Gravel must be placed at access points.

Jacobsen Construction will ensure that all trucks leaving the site are clean from mud and debris. A street sweeper may be used to maintain any dirt that is tracked into the road.___

8. Noise will not be above 65 decibels which violates the noise ordinance and will not be made outside the hours of operation. Comments:____________________________________
____

9. Grading & Excavation will be during hours of operation and trucking routes may be restricted to prevent adverse impacts.
Cubic Yards to be removed:_20,000_____ Destination:______________________________
Comments:_Any staging area must be approved by the Building Department.___________ The destination of the contaminated soils, sampling, reporting, etc. must be approved by Jeff Schoenbacher, Environmental Coordinator.____________________________________

10. Temporary Lighting if used, will be approved by the Planning Department. Comments:_Jacobsen Construction is permitted to have lighting on the crane located on this site, per FAA regulations. A plan for any additional lighting for the site will be submitted to the Park City Building and Planning Department for review. Any additional lighting will only be approved for use during work hours and (must be directed towards the site.)____

11. Construction Sign will be posted on site and in a location that is readable from the street. The sign will not exceed 12 square feet in size and 6 feet in height. The lettering will not exceed 4 inches in height and will include the following information: Contractor name, address, phone number and emergency contact information. Comments:_______________
____

12. Other Issues: Dogs will be prohibited from construction site. Information will be provided to neighboring property owners to help them be aware of project and to keep the lines of communication open. Comments:_ All road cuts must be approved by Eric DeHaan, City Engineer. Complete road closures will not be approved for this site. Any partial road closures must be applied for at least 24 hours in advance, and approved by the Building Department AND Engineering Department.________________________________
Jacobsen Construction must notify Ron Ivie, Fire Marshall, at least 24 hours in advance of the fire sprinklers being shut off at the Easy Street Brasserie. Additionally, a fire watch agreement must be completed before that time.____________________________________

13. Erosion Control: Storm Water Management Plan - Attachment A - will be reviewed, signed and attached to this construction mitigation plan. Comments: _ Proper erosion control must be installed and maintained on this site.________________________________

Contractor Signature:_________________________________ Date:____________________

Approved By:____Date:____________________

Exhibit C – Montage CMP

CONSTRUCTION MITIGATION PLAN

PERMIT #:___B07-12351___

ADDRESS:_____9100 Marsac Ave_____________________________________

CONTRACTOR: Layton Construction Company Inc.

Address, Contact Person, & Phone Number

1. Hours of Operation are 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sundays. Comments:

- **Construction work is prohibited when it may have a negative impact on Special Events. Dates are to be determined by the Park City Building and Special Events Department. Anticipated events as of this time: Royal Street Hill Climbs, Tour of Utah, Wasatch back Relay, NORBA, PC Marathon. (dates to be determined)**
- **Work hour extensions may be approved by Ron Ivie, the Park City Building Official when needed. In order to be approved, a written request for the extension must be received a minimum of 24 hours in advance and must include the dates and times of the closure and a description of any of the anticipated impacts, (deliveries, outdoor lighting, noise, etc.). The request will not be automatically approved once submitted. It must be considered, and a determination will be made. If a written agreement can be obtained from the Empire MOA regarding a work hour extension, that will be considered by the City while making a final determination, (although this will not ensure an approval.)**

2. Parking will not block reasonable public and safety vehicle access will remain on same side of street and on pavement only. Within paid and permit only areas, an approved parking plan will be obtained from the Public Works Department. Comments:

- **A parking plan must be submitted and approved by the Park City Building and Planning Department prior to forms being placed for footings. This plan should include a thorough description of a shuttle plan, if shuttles are to play a part in the parking plan. (The shuttle plan should include a schedule, number of shuttles, route, passenger capacities, etc.) Parking is prohibited in any location that is not included and approved in the parking plan.**
- **Layton Construction must address the other construction parking & trailers that are currently on the site.**

3. Deliveries will be during hours of operation only. Comments:

- **No construction traffic may use the roundabout in front of the Empire Day Lodge- All traffic must enter & exit the site on Marsac Avenue to the North.**

- **All vehicle traffic exiting Empire Pass must exit via Royal Street, not Marsac Ave/Ontario Canyon (with the exception of the dirt hauling, see item #9). (All construction traffic is permitted to enter or drive to the site via Marsac Avenue/Ontario Canyon.)**
- **Once established, the road/driveway to the site is prohibited from being blocked. Emergency access must always be provided.**
- **The general contractor is responsible to notify all delivery, construction or any other vehicles visiting the site of these requirements. If necessary, a map shall be provided to each vehicle visiting the site.**
- **It is requested that the contractor notify the Empire MOA prior to large deliveries or concrete pours or of any other possibly impacting activity that is larger than normal.**

4. Stockpiling & Staging will be on site and within the approved limits of disturbance fence. Comments:____

____

5. Construction Phasing if necessary may be required and will be authorized by the Building Official. Comments:____

____

6. Trash Management & Recycling - Construction site will provide adequate storage and program for trash removal and will keep site clean daily. Recycling is strongly encouraged. Comments:__________

____

____

7. Control of Dust & Mud will be controlled daily. Gravel will be placed in the egress and ingress areas to prevent mud and dirt from being tracked on streets. Water will be on site to prevent dust. Comments:

- **A truck wash will be required on the site to control dust and mud. The location of this site in addition to the characteristics, (gravel area, drainage, etc.) must be approved by the Park City Building Department.**

8. Noise will not be above 65 decibels which violates the noise ordinance and will not be made outside the hours of operation. Comments:____

____

9. Grading & Excavation will be during hours of operation and trucking routes may be restricted to prevent adverse impacts.
Cubic Yards to be removed:______________ **Destination:**____________________________________
Comments:

- **All regulated dirt hauling will be routed on State Route 224, Bonanza Dr, and State Route 248 to Richardson Flats.**
- **Regulated dirt hauling hours will be limited to 10 hours a day, Monday through Saturday. No trips are allowed on Sundays. The current construction hours allowed by the City is 7am to 9 pm on Monday through Saturday and 9am to 6 pm on Sunday. All dirt hauling must occur between these times. Grading on site may occur on Sundays during allowed construction hours. Once determined, the Park City Building and Police Department must be notified of the hours that the hauling will occur.**
- **Eight trucks will be used each day for the regulated hauling operation. Each truck will be equipped with a trailer or "pup".**
- **A staging area location must be approved by the Chief Building official and will be set up and monitored as required by him.**

- **All regulated dirt hauling trucks will receive a full vehicle inspection by the Highway Patrol prior to being used on the project. The Highway Patrol and Park City Municipal Corporation will provide training of drivers. All drivers will be trained regarding the route, speed control on grades and location and use of the truck ramp.**
- **Regulated dirt hauling trucks must always carry documentation certifying completion of the provided safety training and vehicle inspection reports. Drivers without all documentation will not be allowed to proceed down the canyon.**
- **Load weight for all regulated dirt hauling vehicles will be controlled based on some calibrated loads that will be weighed at the commencement of the job. The Utah Highway Patrol will spot check weight requirements at the staging area.**
- **Loads will be tarped to prevent inadvertent loss of material.**
- **All loads will be inspected before leaving the site to insure that all loose material is removed from the outside of the vehicle.**
- **All personnel will be trained on proper material handling procedures.**
- **The job site will be manned by full-time project supervisor that will be responsible for inspecting all trucks and drivers to insure that only approved equipment and drivers will be used. The job site supervisor will be provided a phone that will allow him to be in direct contact with the City's personnel who will monitor the job.**
- **Loads will be logged by time, truck and quantity and a report will be issued to the City on a weekly basis.**
- **Trucks will be uniquely identified by the use of magnetic signs prominently displayed.**
- **All trucks will be properly equipped with mufflers and use proper fuels to prevent any significant regulated emissions.**
- **Compliance with the City's noise ordinance with respect to use of engine brakes will be required.**
- **All loads will be required to stop at the brake check area located just above the steep grade in the canyon.**
- **The Park City Police will enhance enforcement on State Route 224, Bonanza Drive, and State Route 248 during the hours of the trucking operation.**
- **The applicant must post a $10,000 bond for traffic violations by its drivers in the form approved by the City Attorney. This would be a private contract between the City and the applicant. Each violation of the posted speed would not only result in a moving citation, but the bond would also be reduced by specified amount. Each violation would reduce the bond by $500. Once the bond is reduced to zero, the project will be stopped until a new bond is posted.**
- **The applicant shall use all reasonable efforts to create temporary staging at Richardson Flats. As this land is within Summit County's jurisdiction, any approvals would need to come from the County. Having a vehicle staging area and shuttle service would reduce the number of construction vehicles traveling through the City to Empire Pass. Construction parking is very limited at all the construction sites and this would be beneficial to the applicant and their developers. A construction parking plan must be received and approved by the Building and Planning Departments (see item #2).**
- **Flaggers must be stationed on Marsac Avenue at Hillside and the Guardsman Connector. An additional flagger will be stationed at the roundabout with radio contact with the uphill personnel.**

10. Temporary Lighting if used will be approved by the Planning Department. Comments:_

- **If a written agreement can be obtained from the Empire MOA regarding temporary lighting, that will be considered by the City while making a final determination, (although this will not ensure an approval.)**

11. Construction Sign will be posted on site and in a location that is readable from the street. The sign will not exceed 12 square feet in size and 6 feet in height. The lettering will not exceed 4 inches in height and will include the following information: Contractor name, address, phone number and emergency contact information. Comments:

- **Additional construction signs and fencing are required to direct ski lodge visitors (vehicles an pedestrians) away from the construction area and limit access/entrance into the construction site.**

12. Other Issues: Dogs will be prohibited from construction site. Information will be provided to neighboring property owners to help them be aware of project and to keep the lines of communication open. Comments:

- **Security measures are strongly recommended, but not required. (Possible security measures to consider: security system, screening of the LOD fence, lighting, gate w/controlled access.**
- **If a security system is placed on site, the contractor must notify the Park City Police & Fire Department and provide them with access at all times.**
- **Mine shafts need to be addressed by the Environmental Coordinator & all activity needs to be approved by him prior to the start of project.**
- **Any on-site diesel fuel tanks must have secondary containment around them (the containment must be approval by the Environmental Coordinator).**
- **This project shall be responsible to comply with the Empire Pass Construction Mitigation Plan.**
- **Permission is needed from the neighboring property owner to have ski access road on the property to the north.**
- **Any crane placed on this site must be lit and marked with flags so that it can be clearly seen by emergency personnel (per FAA regulations).**
- **An agreement must be made with Deer Valley to cross their property with the water line.**
- **No ski access is permitted anywhere on the site until approved by the Park City Building Inspector (even if some TCO's or CO's have been issued).**

13. Erosion Control: Storm Water Management Plan - Attachment A - will be reviewed, signed and attached to this construction mitigation plan. Comments:

- **The contractor must address drainage for the site and obtain a stream alteration permit, (if applicable), from the Department of Natural Resources for Empire Creek (see map).**
- **The site must always comply with all pertinent erosion control and storm water management requirements.**
- **A concrete truck washout area must be identified and erosion control protection must be placed around the area. (This must be approved by Jeff Schoenbacher, Environmental Coordinator.)**

Contractor Signature:____________________________________ Date:____________________________

Approved By:____ Date:____________________________

***** If any of the above conditions conflict with conditions of approval set forth through Planning Commission or City Council, these conditions will be void and the Planning Commission/City Council decision will be pertinent.**

PARK CITY COUNCIL MEETING MINUTES DRAFT
SUMMIT COUNTY, UTAH,
DECEMBER 12, 2013

Work Session

Council questions and comments and Manager's Report

Council member Simpson attended the Joint Transit Advisory meeting stating that it was very informational and a great preparation for the joint County meeting. She stated Transit Manager Cashel procured $95,000 from the 5311 fund to work on projects at Kimball junction. UTA attended also and reported on the numbers for the transit route from SLC to Park City. Also UTA has multiple options on their buses as CNG, electric hybrid, and diesel and he offered to loan one of each for trials as we are looking at procuring new buses. Thanked Cashel for the great ribbon cutting ceremony at the workforce housing project.

Council member Matsumoto stated Recycle Utah asked to bring up the ski/snow board equipment recycle program, this is a program they have all year and were able to keep a large amount of bulk out of the landfill last year. She praised Council member Simpson stating she did a great job handing the keys off to the Habitat for Humanity family. Attended the Summit Lands meeting and were able to procure $900,000 matching funds from the State. Also attended the ribbon cutting for the seasonal housing stating it was great.

Council member Butwinski stated that City Holiday party was amazing and thanked staff for the great gift. Attended the Utah League of Cities and Towns meeting stated they began on the strategy session for the legislature. Hosted a Quality Growth Commission where ULCT gave a presentation on the use of condemned trails for open space. Concurred the ribbon cutting ceremony was great.

Council member Beerman stated that Simpson gave a great opening at the Habitat project. Also stated the workforce housing ribbon cutting ceremony was great. Attended league meeting with Council member Butwinski. He also attended the Leadership party on Monday night and sat in on the Familiarization tour this last week and found it very informative.

Council member Peek also stated the Holiday party and the ribbon cutting ceremony were great.

Mayor Williams was in awe of the workforce housing project and is so proud of the green efforts staff has implemented. Reported on the Mayoral farewell tour to DC stating they met with all three senators and Congressman Bishop. Stated he was very proud of Diane and can see the new team with Jack and Matt Dias will be very successful. Feels it is very important that those relationships stay strong.

Quarterly Goals

Briggs and Kersavage again presented quarterly goals. This week they focused on the BPE and Sustainability groups.

Council member Simpson requested a Wyatt Earp update. Deters, Trails and Open Space Manager stated the walkability portion will be completed by Spring 2014.

Council inquired about a right of way landscaping guideline handbook. City Engineer Cassel stated that it is coming along and the finished product will be a great tool for staff. Council also wanted to clarify that the handbook would address the private side as well and be a great tool for residents too. Staff concurred that it would be a good guide for staff and residents.

General Plan- Appendices/Trends and Overall Review of Revised Plan

Planning Director Eddington stated that the Planning Commission did move to continue to a date uncertain stating they had three issues outlined to follow their decision. There was not enough public input time, editing issues, and formatting.

Mayor Williams stated that he feels that the neighborhoods goals section has been misconstrued. He also has concerns with timing and feels if the Planning Commission is not finished reviewing then the Council should continue this item as well to give the Planning Commission time to finish the process. He would also like to see a statement on the front page of each of the neighborhood section that states they may be governed by a Homeowner's Association with CC&R's.

Council member Butwinski felt that the deadline for December 19th was a positive aspect that has gotten residents out and paying attention. Has attended the Planning Commission meetings and suggested adopting a draft document complete with the changes the Planning Commission suggested and then continue to work toward a final document. He feels to pass it to a date uncertain could end up looking the same as it does now with the residents showing up two weeks prior to the deadline. It would give plenty of opportunity for public input and give a deadline.

Council member Simpson stated she was disappointed with the Planning Commission saying they felt they have not had enough time to review. Was also disappointed that there were not more Planning Commission meetings dedicated to the General Plan. She also feels it would be beneficial to pass a draft on Dec 19th then get the information to the new planning members. She would also like to see the citizens committee brought back and plan a joint meeting with the Planning Commission.

Council member Matsumoto stated her concerns with passing a draft plan and feels it would put residents on edge.

Council member Beerman stated he attended the Planning Commission meeting and agrees with the comments made as to multiple versions running around. He feels the Council should agree on one form and put it out for review. He would also like to see a comparison with the old and new General Plan to see the evolution of the document.

Council member Peek feels the “draft” is online for review and feels the citizen committee running parallel as the new Planning Commission reviews the “draft” in January would be helpful. Then hold a joint work session and adopt in February.

Council member Butwinski feels by passing a draft pressure would be applied to complete the document in a timely manner. Stated he was frustrated that the City Council has held multiple additional meetings and the Planning Commission has chosen not to and now feel that they have not had enough time. He would also like to see new residents give input. He acknowledged the incredible amount of time that staff has put into the document.

Mayor Williams does not feel voting on a draft would be beneficial and also feels that if Planning Commission has not seen a section or is planning to take another look then Council should not be spinning their wheels looking and relooking at sections.

Council member Simpson stated that adopting a draft would send a message to the community and the Planning Commission that this document is at its end.

Council member Beerman feels that we need to settle on a draft and collect comments in that time frame and then add all the comments to one document at the same time.

Council member Peek agreed that it needs a little more refining time and needs a firm deadline.

City Attorney Harrington stated that the code does not supply an option to adopt a draft and feels a better avenue would be stating to have a date certain, by formally calling up the current draft at the December 19th meeting and then remand the document to included dates of joint meetings and special meetings with a firm deadline on the last meeting in February.

Mayor invited Jack Thomas and Charlie Wintzer from the Planning Commission to engage in the discussion. Commissioner Thomas stated that he feels with a firm deadline the document would be completed. Mayor Williams inquired if they feel that the timeline suggested tonight be feasible. Commissioner Wintzer stated he felt that this document in not usable and could not use this document to work on a project.

City Attorney Harrington stated that both sides were well intentioned and would not want this herculean project to ruin relationships between the two bodies.

Commissioner Wintzer stated that he feels that only having public meetings is difficult to have discussions and would rather break off into smaller groups of mixed Planning and Council members to discuss the document. He would like to take a project and look at how the General Plan would be used.

Mayor Williams agreed that taking a look at how the General Plan would be applied to a project would be beneficial.

Commissioner Thomas inquired about holding small meetings with the public as well.

Council member Beerman stated he felt the joint session was very productive and felt when the smaller groups broke off in the beginning it broke away from the policies.

City Attorney Harrington stated that it is “general” and we will have people argue. Perfection is not the goal the Council needs to strive for marked improvement.

Council member Simpson stated that she would be willing to meet as many times as needed and feels that when they meet in smaller groups the communication was lost. Feels that the continuation of open meeting and the public input are critical.

Commissioner Wintzer stated that he felt Planning Director Eddington and City Attorney Harrington needed to sit down with the new commissioners and educate them on the purpose of the General Plan prior to reading the document. Staff agreed.

Regular Meeting
6:00 pm

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, November 14, 2013. Member in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Liza Simpson, Dick Peek and Cindy. Staff present were Diane Foster, City Manager; Mark Harrington, City Attorney, Matt Dias, Assistant City Manager; Thomas Eddington, Planning Director; Kayla Sintz, Planning Manager; Christy Alexander, Planner; Jonathan Weidenhamer, Economic Development; Matt Twombly, Sustainability; Heinrich Deters, Trails and Open Space Manager; Jody Morrison, Assistant City Recorder; Marci Heil, City Recorder

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There were no communications or disclosures from Council or staff.

III. PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

Lisa Schneider, Habitat for Humanity, thanked the Mayor, Council and community. She introduced the new family who received the Habitat home. Park City helped Habitat build green and built the first three story home. The family also conveyed their gratitude.

Dick Hughes, resident, was concerned with the proposed Treasure Hill plan with the Sweenys. He feels that the closed door meetings and rush to approve before Mayor Williams leaves offices is in haste is absurd.

Mayor Williams clarified that every statement was inaccurate. Reiterated that the project will not be passed without public input. The process stays the same and has to go to the Planning Commission and Council for public input. He also stated that the meetings with the Sweenys are legal and were used in a way of communication that could bring both sides together and create a project that would work best for the community.

Council member Simpson concurred that the reason the meetings have been small was to get the best project for the community.

Dennis Wong stated he is Dr. Dick Hughes' technological advisor and typist. He read a letter he typed for Dr. Hughes to read during public comment. Dr. Hughes was concerned with time constraints of the public input time and only touched on the main points. He stated that this information is worrisome. He feels that the City's website needs more concise information and a better search mechanism.

Mayor Williams reminded the public that the Council members are always a phone call away. If a resident has a concern please pick up the phone and talk it out with the Mayor or Council.

IV. Minutes from the Special Meeting on December 3, 2013 and the Regular Meeting on December 5, 2013

Council member Simpson moved to approve the December 3 and December 5, 2013 meeting minutes.
Council member Beerman seconded
Approved Unanimously

V. CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of authorizing the City Manager to enter into a Professional Services Agreement in the amount of $80,000 with Legislative Executive Consulting LLC

3. Consideration of the Comprehensive Annual Financial Report and acceptance of the Audit for the Fiscal Year ended June 30, 2013

Council member Peek moved to approve items 1 & 3 and remove item #2 from the consent agenda
Council member Butwinski seconded
Approved unanimously

2. Consideration of authorizing the City manager to enter into a Professional Services Agreement in the amount of $165,950 with MGB&A for the 2014 Main Street Improvement Project

Council member Beerman inquired why this would not be a multi-year contract. Matt Twombly, Sustainability, spoke to the item stating that staff has looked into that option and found it better to go out for an RFP each year to keep things fresh.

Council member Beerman was concerned with continuity.

Jonathan Weidenhamer, Economic Development, stated that continuity is great and diversity/variety is a great option too. It also helps staff keep fresh ideas when we go out for RFP's.

Council member Simpson moved to approve authorizing the City manager to enter into a Professional Services Agreement in the amount of $165,950 with MGB&A for the 2014 Main Street Improvement Project
Council member Butwinski seconded
Approved unanimously

VI. NEW BUSINESS

1. Consideration of an Ordinance amending Courchevel Condominiums at Deer Valley Fifth Amended 2700 Deer Valley Drive- Amendment to Record of Survey

Planner Alexander presented the amendment to convert the common/loft space to private space. Staff is in favor of the amendment.

Mayor opened the public hearing. No public comments. Mayor Williams closed the public hearing.

Council member Butwinski moved to approve the Ordinance amending Courchevel Condominiums at Deer Valley Fifth Amended 2700 Deer Valley Drive- Amendment to Record of Survey
Council member Peek seconded
Approved unanimously

2. Consideration of Approval for the Vacation of a section of the Woodside Avenue ROW

Planning Director Eddington stated that most of this property was vacated in the 1940's and staff concluded this section remained open due to some houses that used the road for access into their properties. Those houses are now gone and the City is looking at using the property as a walkway and public parking.

Mayor Williams opened the public hearing.

Mary Wintzer inquired if the City would keep ownership of the property.

Planning Director Eddington clarified the ownership would remain with the property.

Council member Peek moved to approve the Vacation of a section of the Woodside Avenue ROW
Council member Matsumoto seconded
Approved unanimously

3. Consideration of the Appendices/Trend and Overall Review of Revised General Plan

Mayor Williams opened the public hearing.

Jo Scott thanked the Council for stopping the runaway train and for giving staff and residents more time to finalize the plan. Thanked Mayor Williams and Council for working so hard. She also stated that they have tried to bring in fresh faces but she is concerned there has not been enough publicity and feels that Mayor and Council need to get the word out.

Tom Fey asked Planning Director Eddington to relay a brief conversation regarding public input. Eddington stated that the idea was to have a General Plan email linked on the website to take public input.

Brad Smith said ditto and thank you to the Council.

Mayor Williams closed the public hearing.

Motion Butwinski to continue the discussion of the General Plan in order to remand the General Plan and direct staff to schedule the General Plan for a call out at the December 19, 2013 meeting and to direct the City Attorney to form a working group to schedule the meetings in January and February for both the City Council and Planning Commission on the General Plan with the designates to the scheduling group from the City Council will be Council members Peek and Beerman
Council member Beerman seconded
Approved unanimously

VII. ADJOURNMENT INTO THE RDA

Council member Simpson moved to adjourn into the RDA meeting.
Council member Matsumoto seconded
Approved unanimously

PARK CITY REDEVELOPMENT AGENCY MEETING
SUMMIT COUNTY, UTAH,
DECEMBER 12, 2013

I. ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at the Marsac Municipal Building on Thursday, December 12, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Liza Simpson, Dick Peek and Cindy Matsumoto. Staff present were Diane Foster, City Manager; Mark Harrington, City Attorney, Matt Dias, Assistant City Manager; Jonathan Weidenhamer, Economic Development; Tom Daley, Deputy City Attorney; Marci Heil, Secretary

II. NEW BUSINESS

1. Consideration to direct staff to enter into a Real Estate Purchase Agreement, for $2,250,000 for 14,624 square feet from Marya and Sklyer Ltd. Including specifically all of lots 10, 11, 12, and portions of lots 9, 33, 34, 35, 36 of Block 19 of the Snyder's Addition to the Park City Survey from Marya and Skyler Ltd. (Knudson) in a form approved by the City Attorney.

Weidenhamer, Economic Development, stated that this property is located directly West of the Senior center and the City has been looking at this project for two years in conjunction with the City's Master Plan.

Board member Peek inquired about the portion of Norfolk that was not listed in the legal description.

City Attorney Harrington inquired of Deputy City Attorney Daley if they should adopt the non-legal description in exhibit 2. Daley concurred.

Weidenhamer stated the first step is acquiring this property and then working with Phyllis Robinson, Public Affairs to get the word out and see what the community would like to see in this space.

Mary Wintzer inquired if the senior center would go away.

Weidenhamer stated that the current senior center would be taken down; however, discussions have begun with the County to work on a joint effort for a multi-use facility to be used by the entire community.

Tom Fey inquired about the intentions of the City.

Weidenhamer stated that again this is the Redevelopment Agency and the purpose of the RDA is to work with economic development and housing. This project is intended to meet the goals of the RDA and with the library being the center piece of the work here is to build a sense of community it creates new growth and keeps seniors in town.

Chair Williams stated that one goal that we have talked about for more than a decade is to provide longtime residents an option when they cannot stay in their large homes any longer and do not need full care. Also creating a community center with multi-use for the entire community will be very beneficial.

Board member Peek moved to approve directing staff to enter into a Real Estate Purchase Agreement, for $2,250,000 for 14,624 square feet from Marya and Sklyer Ltd. Including specifically as displayed in exhibit 2 in a form approved by the City Attorney
Board member Simpson
Approved unanimously

III. ADJOURNMENT

With no further business the meeting was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in a closed session at approximately 2:00 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Andy Beerman, Liza Simpson, Dick Peek and Cindy Matsumoto was excused. Staff present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney; Polly Samuels McLean, Assistant City Attorney; Lori Collett, Finance Manager; Nate Rockwood, Budget Manager; Phyllis Robinson, Public

Affairs; Heinrich Deters, Trails and Open Space Manager; Jack Thomas, Mayor-Elect; Tim Henney, City Council member-elect. **Council member Simpson moved to close the meeting to discuss Property, Litigation, and Personnel. Council member Peek seconded. Motion carried.**

Council member Butwinski moved to open the closed session. Council member Simpson seconded. Motion carried.

City Council
Staff Report

Subject:	**Professional Services Contract for the Deer Valley Drive Phase 2 Project**
Author:	**Matthew Cassel, P.E., City Engineer**
Date:	**December 19, 2013**
Type of Item:	**Administrative**

Summary Recommendations:

The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Ward Engineering for consultant services related to the Deer Valley Drive Phase 2 Project in the amount of $129,867.

Description

Through the Small Urban Fund program, Park City was granted $1,000,000 to be used for infrastructure improvements to Deer Valley Drive. This work, designated as Deer Valley Drive, Phase 1, was completed in the fall of 2013. There are numerous other elements that staff would have liked to be included in this project, but funding was not available. Additionally, changing or expanding project scope when federal money is involved is not well received by UDOT or the federal government. Council approved $950,000 during the FY 14 budget process for a second phase to this project to address these improvements, which help to beautify the corridor and address numerous improvements requested from a 2004 request for elevated level of service (RELS) process from the neighborhood.

This contract with Ward Engineering is for this firm to complete the design and provide construction engineering management for the Deer Valley Drive Phase 2 Project.

Background:

The Deer Valley Drive Phase 1 project included repair and lining of the existing collapsed storm drain, replacement of sections of the gas line (work and design performed by Questar Gas), replacement of the existing distribution water line, pedestrian modifications at the round-about, left turn lane at the intersection of Deer Valley Drive and Deer Valley Drive North, bus pullouts, speed limit feedback signs, pedestrian lighting and sidewalks from the round-about to the intersection of Deer Valley Drive and Sunnyside Drive, updated signage and road resurfacing.

This Deer Valley Drive Phase 2 proposed project is proposed to include:

- Additional pedestrian lighting (from Sunnyside to Snow Park Lodge);
- Consistent sidewalks throughout the corridor;
- Crosswalks;
- Possible bus shelters/bus stop amenities;
- Cleaning of the creek;
- Minor landscaping improvements along the corridor;

- Entry feature near the intersection of Deer Valley Drive and Deer Valley Drive north;
- Bridge façade restoration;
- Fiber optic conduit from Sunnyside to Snow Park;
- Possible addition of bus pullouts at Greyhawk and Foxglove condominiums;
- Updating of the existing Deer Valley information sign located at the southeast corner of the roundabout; and
- Removal of the electrical box at the split.

Deer Valley is one of the two major economic generators in Park City and should be seen as a partner. Adding elements to strengthen their entry statement and sense of arrival, providing safe, lighted pedestrian connectivity to Snow Park Lodge and further transit amenities should enhance the experience of their guest and minimize vehicular impacts. This project will help to beautify this corridor along with creating an entry statement as visitors drive toward Deer Valley Resort.

Analysis:
A review committee consisting of Blake Fonnesbeck and Brooks Robinson (Public Works), Nate Rockwood (Budget), Kayla Sintz and Thomas Eddington (Planning), Heinrich Deters (Sustainability) and Matt Cassel, Jennifer Byrd and Nick Graue (Engineering) evaluated the Five (5) submitted Statement of Qualifications (SOQs) from consulting firms as listed below:

FIRM
Alliance Engineering
Bowen Collins
Epic Engineering
PEPG Design
Ward Engineering

The SOQs were evaluated based on the following criteria:

1. Experience on similar projects (25% of total score),
2. Strength of individuals committed to the project (20% of total score),
3. Relevance of the submitted work plan (15% of total score),
4. Communication and public involvement skills (15% of total score),
5. Strength of SOQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

Ward Engineering was the top ranking firms and the selection committee opted to not shortlist interview any other firms. The final scope of services and proposed fee were negotiated with Ward Engineering.

The following are the deliverables to be provided by Ward Engineering per the final negotiated scope of work:

- A preliminary design,
- A final design and construction documents,
- Construction documentation, and
- Record survey and record drawings after the project is completed.

The project will include the holding of a small neighborhood meeting along with three public meetings, and solicitation from the Planning Commission on the design:

- At the start of the design, a small neighborhood meeting will be held. Those invited to the meeting will include residents involved in the 2004 RELS process and the group of residents involved with the Deer Valley Drive Phase 1 construction. This meeting will be an opportunity to review goals and anticipated design elements for the project,
- First Public Involvement Meeting - An open house style meeting is planned as the preliminary design is being completed,
- Second Public Involvement Meeting – The second open house style meeting is planned as the final design is being completed, and
- Final Public Involvement Meeting – The final meeting will occur after the contractor is selected so the residents have a chance to meet the contractor and staff can provide a better schedule for the construction.

Department Review:
This report has been reviewed by City Manager, Planning, Budget, Sustainability, Public Works and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
If this request is denied, staff will not be able to start the design of this project so construction can be started and completed during the summer of 2014 construction season.

C. Continue the Item:
If the Council needs more information the item can be continued.

D. Do Nothing:
This option would not allow staff to start the design of this final phase of the Deer Valley Drive project.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Safe community that is w alkable and bike-able + Multi-seasonal destination for recreational opportunities + Accessibility during peak seasonal times + Well-utilized regional public transit	+ Managed natural resources balancing ecosystem needs		+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Positive	Neutral	Positive
Comments:				

With the completion of the preliminary design, staff will return to Council to discuss the overall project long with the individual elements, breakdown of construction costs and cost sharing. One element that will be determined at this preliminary design stage is the cost for additional land through a taking acquisition or obtaining an easement. There is an anticipated cost impact for an increase in the design consultant's contract for them to assist staff in securing the takings/easements. At the start of the project, the land needs are an unknown and would be difficult to quantify with any degree of accuracy. Staff believes it is better to determine the land needs during the preliminary design phase and then negotiate an amendment to the design consultant's contract for this additional service.

The construction of Deer Valley Drive Phase 2 will slightly impact the adjacent homeowners and may cause very short access issues for the Solamere neighborhood and Deer Valley Resort. These impacts will be addressed through the use of neighborhood meetings and electronic and social media updates throughout the project.

Consequences of not taking the recommended action:
By not doing the project, this beautification and entry statement will not be achieved. Additionally the City will not fulfill the improvements identified through the RELS process by the neighborhood.

Recommendation:
The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Ward Engineering for consultant services related to the Deer Valley Drive Phase 2 Project in the amount of $129,867.

Exhibit - Ward Engineering Scope and Fee

ADDENDUM “A”
<u>SCOPE OF SERVICES</u>

PROJECT GOALS
- -Transit
- -Increase ridership/rider experience
- -Walkability
  - -Consistent and uniform infrastructure of sidewalk/pathways.
  - -Recommended 8’ wide, no less than 6’ wide
  - -Consistent bike shoulder 3-4’ width
  - -Consistent/safe pedestrian lighting
  - -Safe/consistent crosswalks at major utilized areas
  - -Approved/funded maintenance
- -RELS – Address items from previous request
- -Beautification of Deer Valley entry corridor

Task 1 – Preliminary Design

- Kick off meeting
- Obtain existing topography and base mapping and property ownership (Deer Valley Drive, Phase 1 will also be available)
- Determine existing conditions and site constraints which may affect the project, including historic preservation and soil ordinance requirements,
- Coordinate with utility companies for their existing and future facilities,
- Determine alternatives analysis with a benefit/impact analysis along with estimate of construction costs,
- Prepare and determine analysis on impacts to traffic and neighboring property access and potential mitigation measures,
- Prepare a final conceptual design with an estimate of costs along with a breakdown of costs based on which entity is paying,
- Provide renderings and support documents for presentation to the Planning Commission and City Council,
- Arrange and conduct a preliminary design public meeting,
- Attend bi-monthly meetings with PCMC staff,
- Attend one meeting with Deer Valley,
- **Based on preliminary design, advise the City as to the estimated land acquisition and/or road narrowing required for bus pull outs, sidewalk widening, and power/lighting/fiber. This will be based on City and County GIS data and recorded ownership information. It is noted that the scope of work does not include right-of-way retracement.**

Task 2 – Design

- Incorporate resolved preliminary design comments into final design,
- Provide additional geotechnical and subsurface utility investigations as needed **(Our scope of work does not include a geotechnical**

investigation. WARD will complete a subsurface level D utility study),

- Prepare final construction drawings, specifications and periodic updated estimate of construction costs. Provide review documents at 60% and 90%,
- Prepare bidding and contract documents,
- Attend bi-monthly meetings with PCMC staff,
- Attend one meeting with Deer Valley,
- Arrange and conduct a final design public meeting. **Any substantial changes to the designed plans or project concept constitute a change in services,**

Task 3 – Bidding Support

- Provide electronic copies **(in .PDF format)** of contract documents for bidding (bid packages will be distributed to contractors on CDs, **and/or an FTP site will be established to manage the distribution of bidding documents, addendum, etc.)**
- Advertise the bid,
- Arrange and conduct the pre-bid meeting,
- Issue Addendums as required,
- Attend and conduct the bid opening,
- Evaluate submitted bids and make a recommendation,
- Prepare contracts for construction.

Task 4 – Construction Support

- Arrange and conduct a pre-construction conference,
- Provide pre-construction photos/video of the road, homes and businesses along Deer Valley Drive impacted by the construction,
- Arrange and conduct a public meeting with residents and contractor in attendance **(according to the public involvement meeting schedule below),**
- Provide construction administration including review of submittals, review of RFIs, verify monthly pay requests, hold and conduct weekly construction meetings, review, evaluate, negotiate and prepare change orders,
- Provide construction observation, **(WARD's Construction fee is based on 4 months of construction, June 1st to Oct. 1st, and an average of 4 hours/day, 3 days/week**),
- Provide a monthly construction report to PCMC including daily field reports, testing results, changes, progress, photos, etc,
- Provide closeout of project including substantial completion and final walk-through, generation of a punch-list and verification of completion, recommendation for final payment to contractor and compilation and submittal of final paperwork.

Task 5 – Post Construction

- Provide record survey of constructed facilities along with contractor drawings for the preparation of record drawings. Record drawings will be submitted in hard copy form (Mylar) and electronically.

PUBLIC INVOLVEMENT

Preliminary Design

- Prepare for and attend Open House Meeting
- Prepare for and attend meetings with Stakeholders (Assume 2)
  - Meeting with initial group involved in previous 2005 project
  - Meeting with Deer Valley
- Attend Team meeting (Assume 1)
- General Outreach
  - Prepare information for the initial outreach of the project. Internal coordination will take place to prepare materials.
  - Address issues and concerns identified by the stakeholders.

Final Design

- Attend Team meetings (Assume 1)
- Prepare for and attend Open House Meeting
- General Outreach
  - Address questions and provide update (Assume 1 update)

Construction Support

- Attend Preconstruction Meeting and 4 Team meetings (Assume 5)
- Prepare for and attend Open House Meeting
- General Outreach
  - Provide monthly project construction notifications sent to database (Assume 5 updates)
  - Manage stakeholder emails / calls
  - Coordinate with stakeholders as necessary

PHYSICAL ELEMENTS OF THE PROJECT

- **Crosswalks at Dear Valley Drive and Sunnyside**
  - Furnish alternatives to “standard red stamped concrete” such as AGT glow, colored schemes and textures, etc.
- **Crosswalks at Deer Valley Drive and Deer Valley Drive North**
- **Possible crosswalks at other bus pullouts**
  - These locations will be directed by PCMC and specified in the plans according to the same evaluation as above.

- **Continue with pedestrian lighting from Sunnyside to the Snow Park Lodge**
  - Work with PCMC and the public to evaluate the adequacy of phase 1 light spacing from round about to Sunnyside.
  - Evaluate lights at 100-foot spacing and provide recommended spacing per the goal of consistent/safe pedestrian lighting along the corridor and based on high mountain setting, evaluate what impact existing fixtures and luminaries have on existing homes,
  - Continue consistent lighting from Sunnyside to Deer Valley Drive North
- **Evaluate and replace/add pedestrian lighting around the Deer Valley Resort Loop**
  - Includes replacement of light fixture. Bases and power source to remain.
  - Evaluate the need for additional lighting. Design of additional lighting not included.
- **Matching lighting in Deer Valley parking lots**
  - Includes replacement of light fixture only, bases and power source to remain.
  - Consider measures of increasing/decreasing lighting without adding additional fixtures.
  - Parking lot lights will be on a separate sheet to they can be added or subtracted as needed.
- **Consistent Sidewalks from Sunnyside to Snow Park Lodge**
  - Consider 8' vs 6' sidewalks based on recommendations from the walkability study, public input, maintenance needs, consistency with existing pathways in area, user types and use numbers (provided by City), and available right-of-way vs. needed easements within private property.
  - Consider benefits/impacts to travel way by widening sidewalks into street section.
  - Relocate transformer at Deer Valley North to straighten out sidewalk.
  - Right-of-way establishment will include GIS information and tying down approximately 30% of the critical properties. A full right-of-way retracement is not included in the scope of work.
  - Right-of-way take documents are not included within the scope of work.
- **Landscaped Areas**
  - Area between Mellow Mountain Drive and Deer Valley Drive
  - Median Strip into Snow Park
  - Entry area sign at round about
  - Intersection of Deer Valley Drive and Deer Valley North

- Along stream corridor between Rossi Hill Drive and Stonebridge Circle
- Along the Deer Valley Loop Corridor (as determined by PCMC)
- Non-paved areas in Deer Valley parking lots. Put on a separate sheet so they can be added or removed.
- Other small pocket areas as deemed necessary and/or as identified on the 2013 Aesthetics Concept prepared by Bowen & Collins
- Landscaped areas are intended to be landscaped with low water use plants and landscape features/public art, possibly not requiring permanent irrigation systems. Provide benefits and impacts of irrigation strategies and vegetation types.
- City prefers drip irrigation..
- Topography of landscaped areas is intended to remain as it is. Not included in the scope of work is compressive grading plans, or major engineered retaining walls.

- **Fiber optic conduit from Sunnyside to Snow Park Lodge**
  - Single conduit with no fiber installation
  - Coordinate with utility providers
  - Combine corridor with power
  - Contingent upon sidewalk replacement/construction
  - Contingent upon land availability
- **Bus shelter at Deer Valley Drive and Sunnyside**
  - Design shelter but provide on a separate sheet so it can be added or removed from the construction plans at City's discretion
  - Determine what land takes would be required but actual land acquisition documents not included
- **Bus pullouts at Greyhawk and Foxglove**
  - Design and layout pullouts. Provide separate sheets so it can be added or removed from the construction plans at City's discretion
  - Determine what land takes would be required but actual land acquisition documents not included

- **Bridge façade restoration**
- **Archway Entry Feature just south of Deer Valley Drive and Deer Valley Drive North intersection**
- **Relocate/redo existing Deer Valley electric sign. Move toward road and wire to light conduit.**
- **Replace existing Deer Valley sign located at round-about**
  - Plan to design an electric scroll sign with some landscaping/architectural features. Provide on separate sheet to add to or remove from construction plans at City's discretion
  - Provide three design concept alternatives to be used in decision making
  - Construction of electronic sign will be discussed internally and directed by PCMC

- Scope of work does not include running fiber communications to a remote location, such as the City offices, but will include a sign that can be changed without directly accessing it.
- Provide cost estimate for fiber connectivity

- **Amenities to the bus pullouts**
  - Cross walks
  - Street furniture and landscaping
- **Evaluate gap in sidewalk along the east side of Deer Valley parking lots**

FEE PROPOSAL
DEER VALLEY DRIVE PHASE 2 DESIGN AND CONSTRUCTION MANAGEMENT

Hourly Costs

Task	Description	Position	Hours	Rate	Total Cost	Task Subtotal
1	Preliminary Design	Surveyor	55	$85	$4,675	
		Field Crew	40	$120	$4,800	
		Drafter	20	$65	$1,300	
		Streetscape / L.A.	56	$95	$5,320	
		Structural Engineer	12	$95	$1,140	
		Design Engineer	50	$90	$4,500	
		Project Engineer	30	$100	$3,000	
		Project Manager	20	$105	$2,100	
		QA/QC	10	$115	$1,150	
		Lighting Design / Electrical Engineering (BNA)			$2,500	
		Public Involvement (V-I-A)			$6,500	
		Architectural (Eaton)			$2,300	$39,285
2	Design Construction Docs	Drafter	20	$65	$1,300	
		Streetscape / L.A.	119	$95	$11,305	
		Structural Engineer	25	$95	$2,375	
		Design Engineer	118	$90	$10,620	
		Project Engineer	20	$100	$2,000	
		Project Manager	20	$105	$2,100	
		QA/QC	10	$115	$1,150	
		Lighting Design / Electrical Engineering (BNA)			$5,800	
		Public Involvement (V-I-A)			$8,200	
		Architectural (Eaton)			$4,200	$49,050
3	Bidding Support	Project Engineer	20	$100	$2,000	
		Project Manager	10	$105	$1,050	
		Const. Manager		$110	$0	
		QA/QC		$115	$0	$3,050
4	**Construction Support	Site Inspector	252	$85	$21,420	
		Streetscape / L.A.		$95	$0	
		Structural Engineer		$95	$0	
		Project Eng		$100	$0	
		Project Manager		$105	$0	
		Const. Manager	50	$105	$5,250	
		Lighting Design / Electrical Engineering (BNA)			$1,100	
		Public Involvement (V-I-A)			$5,300	
		Architectural (Eaton)			$0	$33,070
5	Post Construction	Drafter	20	$65	$1,300	
		Site Inspector		$85	$0	
		Const. Manager		$105	$0	
		Project Manager	10	$105	$1,050	
		QA/QC		$115	$0	$2,350
Total			987		$126,805	$126,805

*No right-of-way retracement or boundary establishment is included.
**Construction support based on 4 months of construction (June 1st to Oct. 1st) average of 4 hours/day, 3 days/week.
*** Construction Surveying is not inlcuded at this time as it is unkown how much sidewalk and conduit will be constructed. It proposed that this will be a line item in the contractor's construction bid.

Direct Expenses

Item	Description	Quantity	Rate		Total
1	Mileage	5,280	$.58/mile		$3,062.00
2	Other Direct Expeses				$0.00

Total Project Cost $129,867.00

City Council
Staff Report

Subject: **Local Consent for Special Event Temporary Alcoholic Beverage Licenses**
Author: **Shelley Hatch**
Department: **Finance Department**
Date: **December 19, 2013**
Type of Item: **Legislative**

Summary Recommendations:
Meet with Council to consider legislatively approving Special Event Temporary Alcoholic Beverage Licenses during the 2014 Sundance Film Festival.

Topic/Description:
This is an application for a Special Event Temporary Alcoholic Beverage License for the duration of the Sundance Film Festival.

Background:
On June 6, 2013, Council passed amendments to the requirements for Special Event Temporary Alcoholic Beverage Licenses during the Sundance Film Festival. One of those amendments requires that by the final regularly scheduled council meeting in December of each year preceding the festival, Council will approve/deny all Special Event Temporary Alcoholic Beverage Licenses. This schedule is consistent with the regular DABC process which requires applicants to apply by the 10th of the month, a month prior to the event. Language to allow for a special/emergency meeting was also included. The deadline for the special/emergency meeting is the first Friday in January (January 3rd); however, only the first 12 complete applications will be heard. No further exceptions will be made. Special Event Temporary Alcoholic Beverage Licenses are required for all events which are commercial in nature, regardless of whether a DABC license is required as well. This year, December 19th is the last regularly scheduled council meeting and applications were due on December 6, 2013.

In order for an application to meet the minimum code requirements, it must meet the following requirements:

- Applicants/licensees for license must be bona fide corporation
- Applicants must report all applicable criminal convictions and must attest under penalty of perjury to the truthfulness of their disclosures
- All Special Event Alcoholic Beverage License holders must secure liquor liability insurance or a liquor liability insurance rider in the amount of at least $1,000,000 per occurrence and 2,000,000 aggregate
- The Qualifications listed in Municipal Code 4-4-3 including being over 21 years old; not convicted of a felony within 2 years; no prior licenses revoked within the last 3 years; etc.

- The liquor license period not for over 120 consecutive hours. (Muni Code 4-6- 5).

Analysis:
The Council review of the Special Event Temporary Alcoholic Beverage Licenses allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and evaluate maximum volume as well as coordinating with a DABC hearing as necessary. It also allows service departments, event staff, and public safety to obtain a more adequate picture of the total public service demands for the festival in a timeframe that provides for service level and cost adjustments. State Code gives the City wide discretion on whether to provide local consent in evaluating those issues. As a benefit to applicants it provides them greater advance time to address issues that may otherwise delay or result in denial of their event.

There are two licenses required by the City for commercial events serving alcohol: (1) a license, which may be in the form of a (a) special event license; (b) convention sales license; (c) a business license or a (d) master festival license; and (2) a special event temporary alcoholic beverage license. In addition, if DABC licensing is needed as well, the City issues a “Local Consent” to be given to the DABC once the liquor license has been approved.

We have 46 applicants, 34 is under the Master Festal License, 9 applicants are business license, 4 falls under a convention sales license, and 1 is under a special event license. 26 of the 34 MFL applicants need to have a Local Consent form including 1 of the 4 convention sales license. None of the 9 business license applicants need a local consent form including 1 special event applicant. All of the applicants have been reviewed by the Finance, Planning, Police, and Building Departments.

A final business license cannot be issued until a final inspection of the physical location is completed. None of the physical sites of these applicants for the special event temporary alcoholic beverage licenses is set up yet. Once the sites are prepared, final inspection can occur, and the requisite license issued. Therefore, all of these special event temporary alcoholic beverage licenses require a Condition of Approval which states:

> This special event temporary alcoholic beverage license is conditioned upon a License being granted prior to operation and after final inspection.

Procedurally, staff does not give the actual liquor license (which is required to be posted at the site) until final inspection has occurred, all conditions are met and a License is also granted. If council approves the Special Event Temporary Alcoholic Beverage Licenses the local consent will be forwarded to the DABC for their review.

Staff has reviewed all applicants and recommends that Council reviews these Special Event Temporary Alcoholic Beverage Licenses and approve them.

Department Review:

The City Manager, Legal, Police Department, Planning, Building, and Finance Departments have reviewed this report.

Alternatives:

A. Approve:

The recommended action would be to approve all applicants for the Special Event Temporary Alcoholic Beverage Licenses. This is Staff's recommendation.

B. Deny:

Council could deny all applicants for the Special Event Temporary Alcoholic Beverage Licenses.

C. Modify:

Council could deny some or all of the Special Event Temporary Alcoholic Beverage License applicants.

D. Continue the Item:

Council could ask for this to be changed and be continued for further discussion, but applicants may not make the deadlines for the UDABC.

E. Do Nothing:

Council could do nothing on this request. Staff does not recommend.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Balance between tourism and local quality of life + Varied and extensive event offerings ~ Internationally recognized & respected brand	~ Reduced municipal, business and community carbon footprints	+ Shared use of Main Street by locals and visitors + Vibrant arts and culture offerings + Shared use of Main Street by locals and visitors ~ Primarily locally owned businesses	+ Fiscally and legally sound + Engaged and informed citizenry + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive	Neutral	Positive	Very Positive

Funding Source:

The primary impacts will be on the applicants for the Special Event Temporary Alcoholic Beverage Licenses. Approvals will help applicants to get the information to the State (DBAC) in a timely matter and give staff adequate time to prepare for the impacts of the licenses.

Consequences of not taking the recommended action:
If no action is taken at this time applicants will not be allowed to hold a Special Event Temporary Alcoholic Beverage License. Applicants will be unable to serve alcohol at their event for the Sundance Film Festival.

Recommendation:
Meet with Council to consider legislatively approving 46 Special Event Temporary Alcoholic Beverage Licenses attached as Exhibit A during the 2014 Sundance Film Festival with the following condition:

(1) This special event temporary alcoholic beverage license is conditioned upon a License being granted prior to operation and after final inspection.

Exhibits:
Exhibit A: List of all Applicants
Exhibit B: Map of all locations for Single Event Liquor Licenses
Exhibit C: Sample Special Event Temporary Alcoholic Beverage License Application
Exhibit D: Sample Local Consent

EXHIBIT A

NAME OF APPLICANT	LOCATION	DATE
SUNDANCE INSTITUTE	608 MAIN ST	01-17-2014 01-19-2014
SUNDANCE INSTITUTE	608 MAIN ST	01-20-2014 01-25-2014
SUNDANCE INSTITUTE	608 MAIN ST	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	550 MAIN ST ELKS LODGE	01-17-2014 01-19-2014
SUNDANCE INSTITUTE	550 MAIN ST ELKS LODGE	01-20-2014 01-22-2014
SUNDANCE INSTITUTE	550 MAIN ST ELKS LODGE	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	1895 SIDEWINDER	01-17-2014 01-19-2014
SUNDANCE INSTITUTE	1895 SIDEWINDER	01-20-2014 01-22-2014
SUNDANCE INSTITUTE	1895 SIDEWINDER	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	136 HEBER AVE	01-17-2014 01-19-2014

SUNDANCE INSTITUTE	136 HEBER AVE	01-20-2014 01-22-2014
SUNDANCE INSTITUTE	136 HEBER AVE	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	1310 LOWEL AVE	01-15-2014 01-17-2014
SUNDANCE INSTITUTE	638 PARK AVE	01-17-2014 01-19-2014
SUNDANCE INSTITUTE	638 PARK AVE	01-20-2014 01-22-2014
SUNDANCE INSTITUTE	638 PARK AVE	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	1167 WOODSIDE AVE	01-17-2014 01-19-2014
SUNDANCE INSTITUTE	1167 WOODSIDE AVE	01-20-2014 01-22-2014
SUNDANCE INSTITUTE	1167 WOODSIDE AVE	01-23-2014 01-25-2014
SUNDANCE INSTITUTE	770 STEIN WAY	1/16/2014
TOP SHELF SERVICES	751 MAIN ST	01-17-2014 01-24-2014

BLUEBIRD EVENT HP CUSTOMER SUMMIT	KIMBAL ARTS CENTER	1/18/2014
BLUEBIRD EVENT HP CUSTOMER SUMMIT	KIMBAL ARTS CENTER	1/24/2014
ABEL MCCALLISTER DESIGNS ENTERTAINMENT WEEKLY	625 MAIN ST	01-17-2014 01-24-2014
BY INVITATIN ONLY SLC UT AIR BNB	628 MAIN ST	01-16-2014 01-26-2014
CONWAY/WILSON LLC YOUR TUBE HEADQUARTERS	596 MAIN ST	01-16-2014 01-26-2014
DONE TO YOUR TASTE CATERING HP LIVE LOUNGE	KIMBAL ARTS CENTER	01-17-2014 01-24-2014
DONE TO YOUR TASTE CATERING SUNDANCE CHANNEL	268 MAIN ST	01-17-2014 01-24-2014
FLIM UTAH	751 MAIN ST	01-17-2014 01-22-2014
EGYPTIAN THEATRE	328 MAIN ST	01-17-2014 01-19-2014
EGYPTIAN THEATRE	328 MAIN ST	01-20-2014 01-22-2014
EGYPTIAN THEATRE	328 MAIN ST	01-23-2014 01-25-2014

COMPLETE APPLICATION	LOCAL CONSENT	DEPARTMENTS THAT HAVE REVIEWED THEM
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING

UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING

UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
UNDER THE MASTER FESTIVAL LICENSE	NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING

NAME OF APPLICANT	LOCATION	DATE
T AND T BUSINESS	710 MAIN	01-16-2014 01-14-2014
D C BERRIDGE LLC	825 MAIN UPPER DECK TENT	01-16-2014 01-21-2014
D C BERRIDGE LLC	825 MAIN ST BAR SPACE	01-16-2014 01-21-2014
CHEFDANCE	427 MAIN ST	01-16-2014 01-24-2014
WILLIAM MORRIS ENDEAVOR	657 PARK AVE	01-17-2014 01-21-2014
DURKIN ENTERTAINMENT	573 MAIN ST	01-18-2014 01-20-2014
CONWAY/WILSON	573 MAIN ST	01-16-2014 01-27-2014
BMF MEDIA	573 MAIN ST	01-17-2014 01-20-2014
PRECIOUS ENTERTAINMENT	780 MAIN ST	01-17-2014 01-26-2014

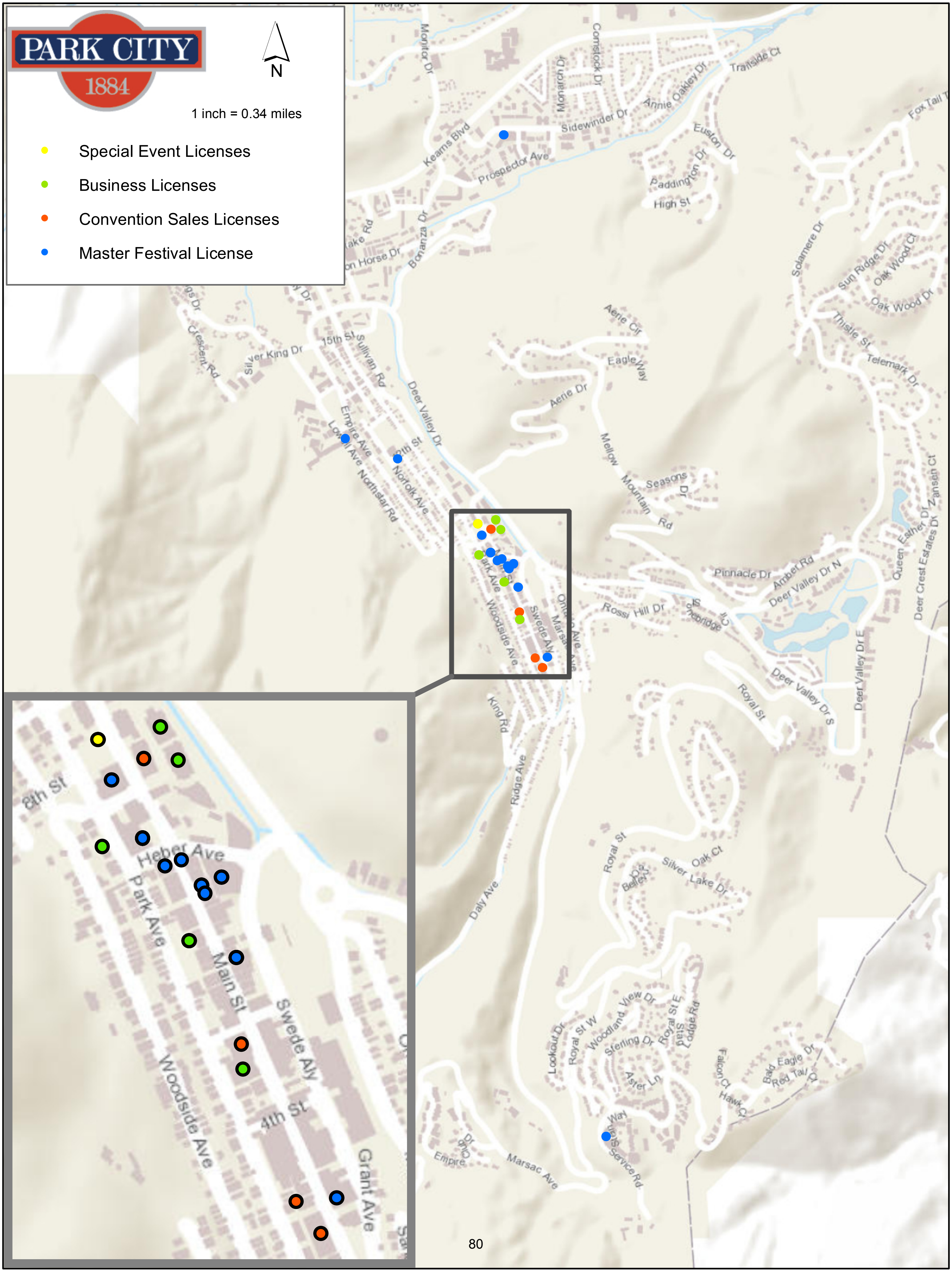
COMPLETE APPLICATION	LOCAL CONSENT	DEPARTMENTS THAT HAVE REVIEWED THEM
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING
ATTACHED TO A BUSINESS LICENSE		FINANCE, PLANNING , POLICE AND BUILDING

NAME OF APPLICANT	LOCATION	DATE	COMPLETE APPLICATION
SLAMDANCE FILM	255 MAIN	01-17-2014 01-24-2014	ATTACHED TO A CONVENTION SALES LICENSE
BRILLIANT CONSULTIN(	449 MAIN ST	01-15-2014 01-23-2014	ATTACHED TO A CONVENTION SALES LICENSE
AFCI	305 MAIN ST	01-16-2014 01-20-2014	ATTACHED TO A CONVENTION SALES LICENSE
COLLECTIVE GROUP	738 MAIN ST	01-15-2014 01-21-2014	ATTACHED TO A CONVENTION SALES LICENSE

LOCAL CONSENT	DEPARTMENTS THAT HAVE REVIEWED THEM
NEEDS LOCAL CONSENT FOR UDABC	FINANCE, PLANNING , POLICE AND BUILDING
	FINANCE, PLANNING , POLICE AND BUILDING
	FINANCE, PLANNING , POLICE AND BUILDING
	FINANCE, PLANNING , POLICE AND BUILDING

NAME OF APPLICANT	LOCATION	DATE
D C BERRIDGE LLC	825 MAIN ST TAO GARAGE	01-16-2014 01-21-2014

COMPLETE APPLICATION	LOCAL CONSENT	DEPARTMENTS THAT HAVE REVIEWED THEM
UNDER A SPECIAL EVENT LICENSE	NONE	FINANCE, PLANNING , POLICE AND BUILDING


PARK CITY
1884
N
1 inch = 0.34 miles
Special Event Licenses
Business Licenses
Convention Sales Licenses
Master Festival License
Kearns Blvd
Prospector Ave
Sidewinder Dr
Monarch Dr
Comstock Dr
Annie Oakley Dr
Euston Dr
Paddington Dr
High St
Bonanza Dr
Monitor Dr
Silver King Dr
Crescent Rd
15th St
Sullivan Rd
Deer Valley Dr
Empire Ave
Lowell Ave
Norfolk Ave
Northstar Rd
Aerie Cir
Eagle Way
Aerie Dr
Mellow Mountain Rd
Seasons Dr
Solamere Dr
Sun Ridge Dr
Oak Wood Ct
Oak Wood Dr
Thistle St
Telemark Dr
Pinnacle Dr
Amber Rd
Deer Valley Dr N
Rossi Hill Dr
Queen Esther Dr
Deer Crest Estates Dr
Deer Valley Dr E
Deer Valley Dr S
Royal St
King Rd
Ridge Ave
Daly Ave
Silver Lake Dr
Oak Ct
Woodland View Dr
Sterling Dr
Aster Ln
Royal St W
Royal St E
Lookout Dr
Falcon Ct
Hawk Ct
Bald Eagle Dr
Red Tail Ct
Marsac Ave
Service Rd
Trailside Ct
Fox Tail Trl
8th St
Heber Ave
Park Ave
Main St
Swede Aly
Woodside Ave
4th St
Grant Ave

Park City Municipal
APPLICATION FOR SPECIAL EVENT TEMPORARY ALCOHOLIC BEVERAGE LICENSE

1. **Organizational Information.**

Name of Organization: ______________________________

Address: ______________________________
Street Suite # City State Zip

Business License Number: ____________ Date Organization Founded: ____________

Mailing Address (if different): ______________________________

Type of organization: (check one)

☐ Incorporated Association ☐ Religious Organization ☐ Corporation ☐ Partnership

☐ Non-Profit Corporation ☐ Political Organization ☐ Limited Liability Company

☐ ***Check if a local chapter or sub-unit of any of the above.***

☐ Utah state agency or political subdivision of the state including a county or a municipality

Please attach a Certificate of Existence and one additional document verifying the existence of business (check all that apply)

☐ Certificate of Existence (*Required*) ☐ Articles of Incorporation

☐ Partnership Agreement ☐ Other: ____________

FEDERAL TAX # ____________ STATE TAX # ____________

Names of all Owners, Officers, and Directors that have power to make decisions for the entity. Include partners, managers, managing agents, stockholders who hold at least 20% of the total issued and outstanding stock of Applicant Corporation, or members who own at least 20% of an applicant limited liability company (attach additional page if necessary).

Name	Home Address	City, State, Zip	Date of Birth & Driver's License #

2. **Liquor Liability Insurance Information.**

   Insurance Company Name and Address: ____

   Policy Number: ____________________________ Effective Date: ____________________________

   Attach insurance certificate for insurance with a minimum amount of $1 million per occurrence, $2 million aggregate.

3. **Responsible Party.** Please list the name of the person responsible for completing, signing, and submitting this application.

   Name: ____ Date of Birth: ________________________

   Mailing Address: ____________________________________ , _____________ , ____ __________
   (Street Address) (City) (State) (Zip Code)

   Phone number: ____________________________ Fax: _____________________________________

   E-mail: ____

   Driver's License Number: ______________________________ Issuing State: ___________________

4. **Local Agent.** Please list the name and Utah mailing address of a local agent authorized to receive service of process.

   Name: ____

   Utah Mailing Address: __________________________________ , _____________ , UT ________
   (Street Address) (City) (Zip Code)

   Phone number: ____________________________ Fax: _____________________________________

   E-mail: ____

5. **Event Information.**

   Name of event: ____

   Location of event: ____ Unit # ________

   Date of this event: _________________________ and hours of event: ________________________

   Description of event: ____

   Type of alcohol being served:____

   Number of people at event: ____

   Admission policy (Admission Charge; Guest List, etc.):_______________________________________

   ____

6. **Liquor License Information.**

   Please list existing or prior beer or liquor licenses held (include special events licenses): ___________

   ____

   Have you or anyone claiming ownership or directorship had any beer or liquor licenses revoked by a government agency within the past 3 years?   [ ] YES   [ ] NO

7. **Criminal History.** Please list all criminal offenses, other than minor traffic offenses, of which you or any officers, partners, managers, managing agents, directors, stockholders who hold at least 20% of the total issued and outstanding stock of an applicant corporation, members who own at least 20% of an applicant limited liability company, and any person employed in a supervisory or managerial capacity have ever been convicted (also include any pending criminal charges). If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offense (attach additional page if necessary).

Name	Criminal Offense	Date of Conviction

By signing below, the above listed Responsible Party attests that:

- The Responsible Party is authorized to act on behalf of the applicant;
- The Responsible Party is responsible to ensure that all actions taken under a license derived from this application comply with state and local laws;
- The Responsible Party may be held liable for any actions taken under a license derived from this application, including, but not limited to, any criminal or civil penalties arising from the misuse of a liquor license or the violation of state and/or local liquor laws;
- The Responsible Party's acceptance of responsibility, including liability for any criminal or civil penalties stemming from the violation of state and/or local liquor laws, is separate from and in no way limits the duties and liabilities held by directors, officers, managers, or other agents of the above named organization to ensure compliance with state and local liquor laws;
- No one under the age of 21 is a partner or managing agent of the applicant partnership; a managing agent, officer, director, or stockholder who holds at least 20% of the total issued and outstanding stock of the applicant; or a manager or member who owns at least 20% of the applicant limited liability company;
- The Applicant and all officers, partners, and/or directors meet the Licensee qualifications set forth under the Utah Code Annotated and the Park City Municipal Code;

- No person in the alcoholic beverage industry (winery, brewery, distillery, importer, supplier, wholesaler, bottler, or warehouser) holds a partial interest in the ownership of the retail business or in the real or personal property owned, occupied, or used by the applicant in the conduct of the applicant's business.
- No gambling or any other violation of law or ordinance will be allowed on the premises serviced by the single event permittee;
- The applicant does not and will not discriminate against persons on the basis of race, color, sex, religion, ancestry, or national origin at the event;
- He/she has read and abides by the provisions of the relevant parts of Utah Code 32B-9 & 32B-15, all Rules of the Commission and directives of the Department of Alcoholic Beverage Control; and understands that failure to comply with these provisions, including any ongoing eligibility requirements, may result in immediate suspension and/or revocation of the license;
- The applicant gives consent that authorized representatives of the commission, department, or any law enforcement officers will have unrestricted right to enter the premises during the event;
- Responsible Party authorizes the Local Agent listed in this application to accept service of process; and,
- The Responsible Party attests under penalty of perjury that the information contained in this application is true and correct.

Dated this _____ day of_________________ , ________.

____
Responsible Party's Signature

____
Name/Title

State of _________________________________

County of ________________________________

Subscribed & sworn to before me this ________

day of _____________________ , ___________.

____
Notary Public

SEAL:

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

____,[ ]City[ ]Town[ ] County

Local business license authority

hereby grants its consent to the issuance of a single event permit license to:

Applicant Entity/Organization: ___________________________________

Event location address: ____
city

On the_______________________ day(s) of

during the hours of __________________________________ , pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature____

Name/Title______________________________________ Date__________________

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408

Single Event Local Consent (02/2012)

City Council
Staff Report

PARK CITY 1884

Sustainability

Author: Matthew Twombly
Subject: Library and Education Center Building Remodel - Award of Professional Services Provider contract
Date: December 19, 2013
Type of Item: Administrative - Award of Contract

Summary Recommendation –
Staff requests authorization to proceed with pre–construction services for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Professional Services Provider Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. in the amount of Nineteen Thousand Nine Hundred Forty Eight Dollars. **($19,948)**

Topic: Library and Education Center Building Remodel Project.

Background:
On February 7, 2013 Council authorized the City Manager to enter into a professional service provider contract with Blalock and Partners for the design and engineering for the Library and Education Center Remodel project. On March 28, 2013 Council agreed to proceed with a final budget of $4.6M construction cost and $5.6 total project budget. Due to the change in scope of the project Blalock and Partners amended their proposal and Council authorized a change order to their contract.

The project team consisting of Sustainability and Library staff, Steve Brown with Millcreek Consulting, and the design team led by Blalock and Partners has discussed at length the project budget, the challenges with the renovation of the historic structure to today's building codes, as well as the coordination and scheduling required with the Library and the tenants. The project team thought it would be most beneficial to bring in the Construction Manager prior to the completion of drawings so that budgets can be modified prior to bidding for subcontracts, refine construction schedules and possible procurement of long lead items and help with defining budget options for the team and Council. The architects and engineers of the project team wish to move into construction drawings for the project so it is best to bring on the Construction Manager as soon as possible.

As defined in the City's purchasing policy a (CM/GC) Construction Manager/General Contractor is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The Construction Manager will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a formal bid if it was bid individually.

Analysis:
The Request for Qualifications (RFQ) for construction contractors was advertised on October 30th and November 2nd, 2013 in the Park Record and October 29th and 30th in the Salt Lake Tribune. Additionally, the RFQ was posted on the City's website and at utahlegals.com.

Park City's purchasing policy states that Contracts for Professional Service where the Service Provider is responsible for Building Improvements/Public Works Project (CM/GC method) are exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process (such as a Request for Qualifications (RFQ). Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal.

There was a mandatory pre-submittal meeting on November 11, 2013. And there were 12 firms that submitted on the proposal due date of November 19, 2013. There were four members of the project team responsible for short-listing the CMGC contractors. These were Kevin Blalock with Blalock and Partners, Steve Brown with Millcreek Consulting, Jonathan Weidenhamer, and Matt Twombly. The selection committee met on November 21, 2013 and short-listed 4 of the 12 firms that submitted qualifications. The four shortlisted firms of Okland Construction, R & O Construction, Ascent Construction and Jacobsen Construction were interviewed by the selection committee (members as previously noted plus Tegan Davis from the Library) on December 6, 2013.

In review of the proposals and interviews the committee determined that Okland Construction is the most qualified and their price was reasonable. Their qualifications were based on previous and similar experience, project team proposed, bonding or financial risk, cost estimating and scheduling, quality control, claims management (minimizing), staff's previous experience with the members of the project team including the project manager, and additional considerations. The proposed Pre-construction Services fee, estimated General Conditions and the Construction Manager's Fee were considered under Additional Considerations, but these items were not weighted in such a manner that by themselves determined the final selection of the CM.

Shortlist Proposal	**Pre-construction Services**	**Manager's Fee (based on $4.6 M)**	***Estimated General Conditions**	**Bond**	**Total**
Okland	$19,948	2% ($92,000)	$245,277	$27,600	$384,825
Ascent	$22,400	1.17% ** ($53,820)	$172,730	$40,793	$289,743
R&O	$27,560	4% ($184,000)	$191,770	32,200	$435,530
Jacobsen	$15,500	5.5% ($241,500)	$413,350	$29,800	$700,150

*The general conditions are estimated at this time. They will be finalized during the Guaranteed Maximum Price (GMP) proposal and negotiations.

**Ascent had self-performance and long lead procurement fees of 6%. This was not requested and unclear in their proposal.

Okland Construction was the low bid general contractor for the MARC. The MARC construction occurred during the most snow days and during the worst downturn in the US economy since the Great Depression. Okland was able to complete the project within budget while seven of their key subcontractors went bankrupt during the course of the MARC construction. Based on our past experience with Okland on the whole and specifically their project manager, their experience on other projects in Park City, such as the Intermountain Hospital and Silver Star, and their project team, the selection committee felt strongly that Okland would be the best construction manager for the Library and Education Center Building Remodel project.

The CMAR contract at this point, is only a Professional Service Provider contract for preconstruction services of $19,948. The $19,948 is below the amount requiring Council award; however there will be a GMP contract of approximately $4.6 million. At the point where 90% of construction documents are prepared, the Construction Manager will bid the project consistent with State code and City policies. The Construction Manager will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule of work and costs based on the subcontractor bids, General Conditions, Construction Manager's Fee, Bonds and a Contingency. Staff will return to Council for award of the Construction Manager at Risk (CMAR) Agreement for the GMP.

The project team has been coordinating with the Library staff, the tenants and other stakeholders such as Sundance. Once the contractor is on board, the construction schedule of construction can be better coordinated between the City and these entities. It is anticipated that construction will start in March/April and be complete in December prior to Sundance.

Department Review: This report has been reviewed by representatives of Sustainability, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. **Approve the request, and authorize the City Manager to enter into a Professional Services Provider Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. in the amount of Nineteen Thousand Nine Hundred Forty Eight Dollars. ($19,948): (Staff recommendation)**
B. Modify the request: Council could choose to modify the project and redo the CMGC selection process, which would delay the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings	+ Abundant preserved and publicly-accessible open space - Reduced municipal, business and community carbon footprints	+ Preserved and celebrated history; protected National Historic District + Skilled, educated workforce + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Neutral	Very Positive	Positive

Comments: The carbon footprint will be increased with the remodel, however the re-use of the historic structure is significantly more sustainable than constructing new. The project aims to expose more of the historic structure. The facility will be improved for both community and events.

Funding Source:
There is currently approximately $5.6 budgeted for the Library and Education Center Building Remodel project out of the Lower Park Avenue RDA tax increment funds. Sustainability, Library and other City staff resources will be required to complete the project.

There are additional expenses anticipated with the project not currently within the project budget that have to be further discussed with Council. These include:

1. Santy Upgrades;
2. Cost of temporary relocation of the library;
3. Any incremental sustainability;
4. Additional professional services for design & permitting.

Staff anticipates returning to Council prior to establishing a Guaranteed Maximum Price (GMP) to address these possible costs comprehensively in context of the GMP. At that time staff also anticipates an in-depth discussion with Council on the long term financial plan for the Lower Park RDA.

Staff Recommendations:
Staff requests authorization to proceed with the Library and Education Center Remodel Project and authorize the City Manager to enter into a Professional Services Provider Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. in the amount of Nineteen Thousand Nine Hundred Forty Eight Dollars. ($19,948)

City Council
Staff Report

Subject: **Vacation Rental Compliance Software**
Author: **Jason Glidden**
Department: **Sustainability**
Date: **December 19th, 2013**
Type of Item: **Administrative – Award of Contract**

Summary Recommendations:
Staff requests Council authorize the City Manager to enter into an annual Licensing and Support Agreement and Hosting Services Agreement with VR Compliance Software Inc. not to exceed $100,000.

Topic/Description:
Awarding a contract to purchase and implement a Vacation Rental Compliance Software solution to improve identification, tracking, and enforcement of non-compliant vacation rental properties within city limits.

Background:
Being a resort town, there are hundreds of vacation rental properties in Park City. With the rise in online booking sites such as Vacation Rental by Owner (VRBO), HomeAway, and Airbnb, rental of a property has become easier and less expensive to market. Home owners in Park City are taking advantage of these sites to rent their properties without having to use a local property management company or local booking agency. Due to the changing rental environment, the city has seen an increase in non-compliant rental properties that are not properly licensed, inspected or permitted. Non-compliant properties, that do not have a business license and do not pay taxes, have an unfair competitive advantage over properties that follow the law.

Staff was directed by Council on February 7th, 2013, to investigate software solutions for identifying non-compliant vacation rentals in the Park City area. Non-compliant vacation rentals are an issue that the City's Code Enforcement Department has struggled to keep up with. Non-compliant properties present health and public safety concerns as these properties have not been property inspected to ensure that they pass all building codes. Also, non-compliant properties business activity is not reported and cannot be tracked. Therefore, the property owner is not being taxed on any nightly rental sales, and the city, county, and state are unable to collect those revenues. Additionally, some rentals are in zones which do not allow nightly rentals.

This past spring, a group of local stakeholders met to discuss the issue further and determine possible next steps. This group included members from the Chamber of Commerce, Park City Lodging Association, and Summit County. It was decided that a demonstration would be set up with one of the companies that produces software that helps municipalities in identifying non-compliant properties. The demonstration would allow the group to gain a better idea of how a possible software solution would work

In addition to the software demonstration, the company conducted a search using their software and found over 8,000 vacation rentals in the greater Park City area. Staff pulled licensing records and found that there were roughly 2,200 properties currently that have nightly rental licenses. While it is likely that a majority of the properties found in the search are located outside of the City limits, staff believes that there could be hundreds of non-compliant properties located within City limits.

Staff met internally (Budget, Finance, and Building) to discuss how the software would assist them in becoming more efficient in reducing the number of non-compliant properties. Generally staff was excited about the possibilities of the software and support investigating the software options more completely through the Request for Proposal (RFP) process.

Analysis:

Request for Proposal Process - In August 2013 the RFP was noticed in the Salt Lake Tribune, The Park Record, on the City's website and emailed to E-Notify subscribers. Responses to the RFP were due from bidders by the end of August and proposals were then graded by the Committee. The Committee received a total of two bids.

Committee members graded bids on:

- Overall thoroughness in meeting the needs of the "scope of work"
- Experience working with government agencies and municipalities
- Up front cost
- Ongoing maintenance and support annual cost
- Additional license fees
- Fulfills technical requirements
- Data storage needs
- Data redundancy
- Accessibility of data
- Training and support
- Compliance with standard contract

The committee then scheduled program demonstrations with both of the companies. A final grading of the two finalists was performed and VR Compliance was selected.

The Software – VR Compliance uses various database information (business licenses, property tax records, state tax id numbers) provided by government organizations and cross references that information with rental listings on numerous online sites. Through this process, VR Compliance can generate a list of suspected non-compliant properties in Park City. These lists can be generated as frequently as requested by the client. City staff would have the ability to log-on to the VR Compliance website and go through the list to verify non-compliant properties. VR Compliance provides critical information regarding the property such as the address, contact information, as well as links to the property's online listing and pictures of the property. With this information, city staff can follow up with the property owner and make them aware that they are non-compliant and educate them on the steps needed to come into compliance.

Cost – VR Compliance is a subscription based software solution. The monthly subscription rate is $75. The subscription incudes the production of a list of non-compliant properties through the cross referencing of business licensing databases and property listings on numerous online sites.   In addition, VR Compliance has a commission rate of $75 per property once the property is found to be non-compliant. While the total annual cost is a dependent of the number of non-compliant properties found, staff estimates that the cost for year one will be between $50,000 - $100,000.

Implementation - The implementation schedule will be determined once the contracts are signed. It is expected that implementation would begin within 2 weeks and last 2-3 weeks.   Therefore, staff expects we can initiate phone calls to identified non-compliant properties this ski season.

Impacts of the Software on City Resources – Staff believes that the software will help staff more efficiently identify non-compliant properties by searching thousands of properties that would take staff hundreds of hours to complete. It will also provide code enforcement officers with ample information to contact property owners to educate the owners and bring them into compliance.

The Building Department - Currently it takes Code Enforcement staff 4-6 hours. per non-compliant Nightly Rental to collect info, make contact and send letter. Currently staff spends 10-15 hours a week on the internet tracking illegal nightly rentals from complaints from residents. With the software the 10-15 hours would be used to contact non-compliant owners and not searching ownership and illegal use. The software is expected to drop time from 5-6 hours to 1- 1.5 hours per Nightly Rental. This will enable existing staff to process 10-15 nightly rentals a week at current work load.

Given that staff expects the software can initially identify hundreds of non-compliant properties, it will take many months to years to process this initial group.

Staff has worked to identify the new process by which properties will be contacted. The goal is to have property owners voluntarily obtain a business license and pay taxes. Staff believes that many non-complaint VRBO property owners simply do not know the law. To that end, staff will first make a phone call to the identified property to discuss the issue in a friendly manner and provide information on how to obtain a business license.

Finance Department – Finance believes the impacts to the department would be minimal. While the new VRBO software would cause increases in initial business license applications and ongoing renewals, current staffing would be able to handle the increased work load. Finance would also need to work with the IT Department to get the updated database of current nightly rental licenses to the software company on a quarterly basis.

Department Review:
City Manager, Legal Department, IT Department, Budget Department, Transit Manager

Alternatives:
A. Approve: Council gives approval to authorize the City Manager to enter into an annual Service Agreement with VR Compliance not to exceed $100,000.. This is staff's recommendation.
B. Deny: Council denies approval to authorize the City Manager to enter into a Service Agreement with VR Compliance.
C. Modify: Council could direct staff to modify the agreement to include or exclude certain items or services.
D. Continue the Item: Council could ask that this item be continued with specific direction to staff on next steps.
E. Do Nothing: Council could choose to do nothing. This would leave staff with a lack of direction moving forward.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Balance between tourism and local quality of life	+ Enhanced conservation efforts for new and rehabilitated buildings		+ Engaged and informed citizenry + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Neutral ⇔	Positive ⇧
Comments:				

Funding Source:
Funding for this project for the first year would come from both the Transit Department and the contingency fund. Requests must be made through the Budget Department to

the City Manager to utilize the contingency fund. In future years Transit would cover 50% of the contract cost and the Building would submit a budget request through the BFO process for the remaining 50%. The revenue created from business license fees from non-compliant properties becoming compliant would cover the total costs of the software.

In order to determine the proper way to pay for this software, staff felt that we needed to first determine who would benefit from the business license revenue. The chart below shows a breakdown of the business licensing fees for a 2.5 bedroom nightly rental over a ten year period. Again, staff used conservative estimates to calculate the results. From this chart staff feels that the Transportation Department should be responsible for half of the fees generated by the software. The city's general fund would cover the other 50%. In the current fiscal year, this portion would be paid out of the contingency fund. In future years, building would include the expense as part of their Code Enforcement program. The increase in funding would go through the normal budget evaluation process. This does not include the $1,200 annual software fee that VR Compliances charges to run the property searches. This fee would be covered by the Building Department on an annual basis.

10-year - 2.5 Bedrooms	TRANSIT	FESTIVAL	ADMIN	TOTAL
1	$48.13	$23.72	$149.00	$220.85
2	$48.13	$23.72	$17.00	$88.85
3	$48.13	$23.72	$17.00	$88.85
4	$48.13	$23.72	$17.00	$88.85
5	$48.13	$23.72	$17.00	$88.85
6	$48.13	$23.72	$17.00	$88.85
7	$48.13	$23.72	$17.00	$88.85
8	$48.13	$23.72	$17.00	$88.85
9	$48.13	$23.72	$17.00	$88.85
10	$48.13	$23.72	$17.00	$88.85
11	$48.13	$23.72	$17.00	$88.85
12	$48.13	$23.72	$17.00	$88.85
13	$48.13	$23.72	$17.00	$88.85
14	$48.13	$23.72	$17.00	$88.85
15	$48.13	$23.72	$17.00	$88.85
TOTAL	**$721.88**	**$355.80**	**$387.00**	**$1,464.68**
PERCENTAGE	**49.3%**	**24.3%**	**26.4%**	

Covering the Cost of the Software

The number one objective of bringing properties into compliance is safety. In addition, bringing these nightly rentals into compliance will enable the government to collect taxes on this commercial activity as well as help support the transit system and festival funds, which these uses currently impact. The chart below shows the positive revenue after the expense of the software has been removed. Staff wanted to be cautious when making assumption so estimates were kept conservative. The revenue numbers were calculated by using the business license fees associated with an average number of rooms of 2.5. The actual average that Park City currently licenses is 3.9 bedrooms. In addition, a 50% compliance rate was used instead of the 85% compliance rate which code enforcement is currently performing at. Even with the conservative estimates used, revenues generated by taxes and contributions to the transit and festival funds by current non-compliant properties will produce a positive revenue stream.

2.5 Bedroom & 50% compliance	Percentage of List That Is Non-compliant					
# of Properties Identified	100%	75%	50%	25%	10%	5%
8000	$203,077.19	$152,307.89	$ 101,538.60	$ 50,769.30	$20,307.72	$10,153.86
7000	$167,654.69	$125,741.02	$ 83,827.35	$ 41,913.67	$16,765.47	$ 8,382.73
6000	$132,232.19	$ 99,174.14	$ 66,116.10	$ 33,058.05	$13,223.22	$ 6,611.61
5000	$ 96,809.69	$ 72,607.27	$ 48,404.85	$ 24,202.42	$ 9,680.97	$ 4,840.48
4000	$ 61,387.19	$ 46,040.39	$ 30,693.60	$ 15,346.80	$ 6,138.72	$ 3,069.36
3000	$ 25,964.69	$ 19,473.52	$ 12,982.35	$ 6,491.17	$ 2,596.47	$ 1,298.23

Consequences of not taking the recommended action:
By not proceeding with this software solution, Park City would continue to lack an efficient method of identifying non-compliant vacation rental properties and continue to have the presence of the issues such as health, wellness, & safety, foregone revenue for local and state government, and create a playing field that is not fair for everyone in the vacation rental industry.

Recommendation:
Staff requests Council authorize the City Manager to enter into an annual Licensing and Support Agreement and Hosting Services Agreement with VR Compliance Software Inc. not to exceed $100,000.

Exhibits:

Exhibit A – Hosting Contract
Exhibit B – Contingency Request

VRCOMPLIANCE, LLC MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on ~~October~~ November 1, 2013 ("Effective Date") by and between VRCompliance LLC ("VRCompliance") and the undersigned customer, Park City Municipal Corporation, a Utah municipal corporation, ("Customer").

1. Services.

Subject to the terms and conditions set forth in this Agreement, VRCompliance will provide access to the Services of Exhibit 1 ("Services") to Customer.

2. Payment Terms.

The fees for Services under this Agreement shall be based on, and due as set forth in, the Fee Schedule which is attached hereto as Exhibit 2 and by this reference incorporated herein.

3. Access and Use of the VRC System.

(a) Subject to the terms and conditions of the Agreement, Customer will have electronic access to the VRCompliance online interface at www.vrcompliance.com ("VRC System"). Customer will not attempt to reverse engineer, circumvent, or disable the VRC System as provided by VRCompliance.

(b) VRCompliance will provide Customer with an account and password for each authorized person to access the VRC System. Customer is responsible for maintaining the confidentiality of its account and password and for restricting and granting access thereto.

(c) Customer will be responsible for configuring, providing, placing, adding, maintaining, repairing, and operating input data with the VRC System ("Customer Input Data"). Customer represents, warrants and covenants that it has obtained and will maintain throughout the Term the legal right and authority (including regulatory consents) to possess the Customer Input Data and provide the Customer Input Data to VRCompliance for use in the VRC System. Customer shall maintain the Customer Input Data as reasonably current with its contemporaneous property roll.

(d) Customer will be responsible and liable for all acts or omissions of Customer's authorized persons, and all such acts or omissions will be attributed to Customer for all purposes under this Agreement (to the same extent as if Customer had committed the act or omission), including for purposes of determining responsibility, liability and indemnification obligations. VRCompliance will be responsible and liable for all acts or omissions of its employees, contractors and Affiliates that perform VRCompliance's obligations pursuant to this Agreement and all such acts or omissions will be attributed to VRCompliance for all purposes under this Agreement (to the same extent as if VRCompliance had committed the act or omission), including for purposes of determining responsibility liability and indemnification obligations.

4. Indemnification.

(a) VRCompliance will indemnify, defend and hold harmless the Customer from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for claims brought by third parties for its authorized uses of the Services.

(b) Customer will indemnify, defend and hold harmless VRCompliance from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for claims brought by third parties for Customer's breach of its obligations under Section 3.

(c) With respect to any judicial proceeding under Subsection 4(a): (i) VRCompliance shall have the right to participate therein at VRCompliance's own expense and sole discretion; and (ii) VRCompliance shall have the right to assume complete control of the defense of any proceeding at VRCompliance's own expense and sole discretion, with counsel reasonably satisfactory to Customer. After assumption by VRCompliance of the defense thereof, VRCompliance shall not be liable to Customer under this Agreement for any legal fees or other expenses subsequently incurred by Customer in connection with the defense thereof unless the employment of counsel by Customer or the incurring of such expenses is necessary as a result of any conflict of interest or has been authorized by VRCompliance.

5. Warranty Disclaimer, Limitation of Liability.

(a) AS OF THE EFFECTIVE DATE, VRCOMPLIANCE WARRANTS AND REPRESENTS (I) THAT IT WILL PERFORM THE SERVICES AT A PROFESSIONAL LEVEL OF QUALITY; (II) THAT IT OWNS OR HAS THE LEGAL RIGHT AND AUTHORITY TO PROVIDE THE SERVICES AS CONTEMPLATED BY THIS AGREEMENT, AND (III) THAT THE SERVICES DO NOT INFRINGE OR MISAPPROPRIATE ANY COPYRIGHT, PATENT, TRADE SECRET, MASK WORK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY

(b) VRCOMPLIANCE DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. VRCOMPLIANCE DOES NOT MAKE, AND VRCOMPLIANCE HEREBY DISCLAIMS, ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, VRCOMPLIANCE DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS WARRANTIES WITH REGARD TO THE SERVICES. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK.

(c) In no event shall either Party be liable for any consequential, special, punitive, exemplary, indirect or incidental damages arising from this agreement or performance under this agreement (including loss of anticipated profits, loss of use, or loss of product). This waiver applies regardless of whether or not the damages were foreseeable, and regardless of the theory or cause of action upon which the damages might be based.

(d) Customer represents and warrants that it is authorized to use the VRC System on behalf of a government agency, federal, state, or local government and will only use the Services for proper, authorized governmental functions.

(e) Customer hereby warrants that it is using the VRC System solely in connection with a lawfully authorized investigation of a law enforcement officer, an agency, or other governmental employee deriving authority from Customer as a governmental body to acquire information related to compliance with financial laws and regulations ("Authorized Use"). Indemnification for Licensee under this Agreement shall be contingent upon the objective truth of the Authorized Use. Customer shall provide all documents, papers, things, and testimony necessary to establish, affirm, and reaffirm the objective truth of the Authorized Use.

6. Term of Agreement and Termination.

(a) This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, will terminate on the anniversary thereof ("Term"). The Term shall automatically renew unless a Party notifies the other Party of its intention to decline renewal prior to the expiration of the Term. VRCompliance will send Customer a reminder of the renewal, which will contain the applicable Service fees to the email address designated by Customer before the subscription is renewed. All proposed changes to the contract must be in writing to all parties.

(b) Either Party may terminate this Agreement by giving written notice of termination to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice.

(c) VRCompliance may suspend the provision of Services if (i) Customer fails to cure any monetary breach of this Agreement (e.g. fails to pay any amounts owed) within ten (10) business days of notice of the same; (ii) Customer breaches any provision of this Agreement that in VRCompliance's reasonable judgment materially interferes with VRC System operation or maintenance with one or more of its other customers' use thereof, and Customer fails to cure such breach within a commercially reasonable period of time.

(d) Neither Party will be liable to the other Party for properly terminating this Agreement or any portion thereof in accordance with its terms.

(e) Customer or VRCompliance may terminate this Agreement immediately by giving written notice of termination to the other Party if such other party becomes the subject of a voluntary petition in bankruptcy or the other Party liquidates, ceases to do business or becomes insolvent (which for clarification purposes, insolvent shall mean a Party's inability to pay its debts as the become due).

7. Confidentiality.

Any requests for confidentiality are subject to ~~This Agreement shall incorporate by reference the confidentiality agreement executed by the Parties on ___/___/2013 with the following amendment: the term Business Purpose shall be supplemented to further include use by the Customer of the Services~~the Customer's obligations under the State of Utah Government Records Access and Management Act.

8. Miscellaneous Provisions.

(a) Non-waiver. Failure by either Party at any time to require the performance of the other Party of any of the terms hereof shall in no way affect such Party's right thereafter to enforce the same, nor shall the waiver by either Party of the breach of any provision hereof be taken or held to be a waiver of any succeeding breach.

(b) Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid or unenforceable by a court of competent jurisdiction or an arbitrator, such provision shall be deleted from this Agreement and the Agreement shall be construed to give full effect to the remaining provisions thereof. Jurisdiction shall be in Utah and the Venue Summit County.

(c) Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws ~~of the Commonwealth~~ of Utah.

(d) Entire Agreement. This Agreement contains and represents the entire agreement of the parties and supersedes all prior agreements, representations, or understandings, oral or written, express or implied with respect to the subject matter hereof.

(e) Assignability. This Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld.

(f) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed properly given if delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, or sent by electronic mail, and shall be deemed to have been given when received. Any notice of default shall be valid only if sent by two of the aforementioned means. Unless otherwise specified by the parties in writing, any such notice or communication shall be addressed to:

If to VRCompliance:

Dave Atherton
VRCompliance LLC
1602 Village Market Blvd SE Ste 260
Leesburg, VA 20175
dave.atherton@vrcompliance.com

If to Customer:

~~City Manager~~
~~Park City Municipal Corp.~~
~~PO Box 1480~~
~~Park City, UT 84060~~
City Manager
Park City Municipal Corp.
PO Box 1480
Park City, UT 84060

(g) Independent Contractors. The parties agree that VRCompliance is an independent contractor in the performance of the Services under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VRCompliance LLC	**Park City Municipal Corporation**
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Exhibit 1

SERVICES OF THE AGREEMENT

I. Base Services.

A. Generally. VRCompliance will provide access to a web-accessible platform that will help communities identify the residential property owners, based on Customer Input Data, that are advertising their properties as short term rentals throughout the Internet and match/compare these property owners with existing tax records for each community to yield a list ("Compliance List") of property owners who list residential property as vacation rentals but are not registered for the appropriate licenses and tax accounts. The Compliance List shall be updated from time to time, but no less frequently than once per two months, as the VRC System repeatedly scours the Internet for taxation compliance. The platform also provides valuable list management functions such as querying, filtering, modification, and sorting.

B. Upload and Formatting of Customer Input Data. Customer shall submit to VRCompliance Customer Input Data having resident identification characteristics (e.g., address, name, etc.) in a mutually agreed upon electronic format. In order to eliminate charges for properties that are already compliant, Customer should provide property and property owner information (including phone numbers and home and rental address) for compliant properties in your community. VRCompliance will remove this information from our search effort.

C. Access to the VRC System. After receiving Customer Input Data, VRCompliance will incorporate that information into a database ("Compliance Database") for the purposes of performing its proprietary analysis. VRCompliance will provide Customer with access credentials to the VRC System. The VRC System includes a dashboard interface that permits Customer to view and manipulate the Compliance Database, including disqualifications for the purposes of obtaining fee credits as described in Exhibit 2.

II. Additional Services.

VRCompliance is obligated to provide only the Base Services under this Agreement. Customer may request from VRCompliance additional services other than the Base Services at an additional fee as prominently indicated on the VRC System or as mutually agreed upon. Additional services may include, without limitation, systems integration with Customer systems, custom exports, and support for outbound education and compliance campaigns.

Exhibit 2

FEE SCHEDULE

1. Service Payment Provisions

The Services subscription will be billed monthly.

A. Fees. Subscription Fees for the Services will begin to accrue on the Effective Date. VRCompliance will invoice Customer for the Services on a monthly basis (Subscription Fees for partial months will be billed on a pro rata basis based on a thirty (30) day month). VRCompliance reserves the right to increase fees and surcharges, including fees for subscription-based Services, or to institute new fees at any time, upon reasonable notice posted in advance on the VRC System or sent to you based on contact information you have provided. Notwithstanding the foregoing, subscription-based Service rates remains in effect throughout the Term and are subject to increase only for renewal periods.

B. Means of Payment. You agree to pay, by credit card, check, or EFT, all fees and charges, including applicable taxes, you have incurred through your account.

C. Invoices. The invoice shall include Subscription Fees and also Additional Fees and Property Fees incurred/generated in the relevant period. Customer will pay in full all invoices from VRCompliance within thirty (30) days from the transmission/sending date mailing of invoice. Any past due amounts owed by Customer will accrue interest at the lesser of one and a half percent (1.5%) per month or the highest rate permitted by applicable law.

D. Credits. Customer shall verify a minimum of 50 listings per month from ~~have three six (63) months to disqualify inapplicable members of~~ the Compliance List ~~for cause~~ and notify VRCompliance of the same. Staff will verify that a property is either Compliant, Non-Compliant, or Not Subject to Compliance. Staff will provide cause and notify VR Compliance of the same on properties that are classified as either Compliant or Not Subject to Compliance. Examples of 'for cause' disqualified members may include extra-jurisdictional properties, proven false positive members (i.e., residents that have paid applicable taxes), and the like. Customer shall justify in writing the basis for each disqualified member, and absent written refusal providing a substantial basis from VRCompliance, VRCompliance shall accept such bases. Customer shall be reimbursed with credits in the amount charged based on the disqualified member, which VRCompliance shall apply to the periodic invoice following such notification by Customer. If Customer possesses fee credits at the termination of this Agreement, and this Agreement has not been terminated for cause, VRCompliance shall pay to Customer the value of such remaining fee credits.

2. Subscription Fee

VRCompliance will provide ongoing monitoring, management, and service capabilities for $100 per month for rental properties in your community ("Subscription Fee").

3. Property Fees

For each identified new property the fee will be $~~100~~75.00 ~~*(This amount will be determined pursuant to negotiation)*~~ ("Property Fee").

4. Additional Fees

VRCompliance will submit for reimbursement the cost of purchasing property tax records from each jurisdiction and any other out-of-pocket costs related to obtaining records from Customer.

Fee Example:

Assuming 500 properties being rented in your community with 5% not in compliance, a $100.00 fee per property, and a 100% match rate (i.e., no disqualifications) on our part, then the resulting fee would be 500 * 5% * $~~100~~ 75 * 100% = $1,875~~2,500~~.00. Assuming a fixed ongoing monitoring and management fee of $100 per month, then the resulting additional subscription fee would be $100 * 12 months = $1,200. Combined, the approximate first-year cost is $2~~3~~,875~~700~~.00 plus any fees attributed to additional properties found during the term.

MEMO

Budget, Debt, & Grants

To: Diane Foster, City Manager
From: Jason Glidden
Re: **Contingency Request- VR Compliance Software**
Date: November 18, 2013
Amount: **$50,000**
GL Code: **011-40981-09391-000-000**

A. Briefly describe what the contingency funding will be used for.

The funds will be used to fund 50% of the new Vacation Rental Compliance software. The total cost of the project is estimated at $80,000 but could be as high as $100,000. The Transit fund would be funding the other 50% of the software costs.

B. Briefly describe the purpose of the request using at least one of the criteria below

The use of this funding is to cover a project that is Council directed and needs short term funding. The Building Department will be making a request for additional funding to cover cost for future years through the BFO process.

Contingency Requests will be used to[i];

a) Enable the City to meet Council directed levels of service despite significant shifts in circumstances when the budget was adopted; or

b) Facilitate Council directed increases in level of service in the short term.

C. Identify any ongoing costs created by this funding request and how those costs will be funded going forward.

The Building Department will be making request for the funding of future years through the Budgeting for Outcomes process. The costs of the software are expected to decrease significantly after the first year once the majority non-compliant properties become compliant.

____________________________ ____________________________

Diane Foster, City Manager | Budget Manager

[i] For more information, please refer to the Contingency Policy found in the Policy section of the Volume 1 Budget Document, which can be found at:
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=267

City Council
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: General Plan
Author: Thomas Eddington, Planning Director
Kayla Sintz, Planning Manager
Date: December 19, 2013
Type of Item: Legislative

The Planning Commission held their final meeting on the General Plan on Wednesday, December 11, 2013. At that meeting, they recommended to continue the General Plan to a date uncertain. At the December 12, 2013 City Council meeting, Council discussed the overall scheduling issue for the General Plan and determined that it should be continued and remanded back to the Planning Commission for review and additional public input. Council agreed to formalize this recommendation at the December 19th meeting. The proposal was to utilize the current draft of the General Plan as the basis for all review and input. Further, Council recommended the formation of a task force (Council liaisons, Planning Commission Chairperson, Planning Director, and City Attorney) to create a schedule of Planning Commission meetings, City Council meetings, and joint CC/PC meetings that could be completed for adoption of the General Plan by no later than March 7, 2014.

Background

Staff has made all recommended revisions by both the Planning Commission (from their December 11th meeting) and the City Council (from the December 5th meeting). The Planning Department has uploaded a final draft General Plan (dated December 16, 2013) onto the City's website. With the exception of a few redlines from the December 11th Planning Commission meeting, all changes/revisions have been incorporated into the final draft document.

Recommendation

Staff recommends that the City Council formalize the agreed upon strategy, as outlined on December 12th, to address the General Plan: Call-up the General Plan from the Planning Commission; remand to the Planning Commission; hold a Joint Meeting with the Planning Commission; and continue the City Council review until mid-February with the intent to review and adopt prior to March 7, 2014.

The General Plan has been publicly noticed for action; the following options are for consideration of the Call-Up and remand of the General Plan from the Planning Commission:

a) Public Hearing on Call-Up
b) Action on Call-Up
c) Consideration of Remand to the Planning Commission
d) Continued public hearing on the pending draft the General Plan
e) Motion to call a Joint Meeting with the Planning Commission on January 15, 2014 and to continue the City Council public hearing until February 13, 2014

Park City Housing Authority
Staff Report

Author: Rhoda J. Stauffer, Housing Specialist
Subject: Review of Affordable Housing Plan for Richards Annexation
Date: December 19, 2013
Type of Item: Administrative

Summary Recommendation:
Staff recommends that the Park City Housing Authority accept an in lieu payment in the amount of $103,345 as fulfillment of the housing obligation for the Richards Annexation.

Topic/Description: Affordable Housing – Affordable Housing Mitigation Plan

Background:
On January 31, 2013, Park City Council adopted Ordinance No. 13-06 approving annexation of approximately 33.49 acres known as Richards/PCMC Annexation. In accordance with the conditions of approval, an Affordable Housing Mitigation Plan must be submitted under Affordable Housing Guidelines and Standards Resolution 20-07 (the resolution in effect at the time of application and Attachment B) prior to receiving any building permits. Mr. Richards has requested the ability to satisfy his affordable housing obligation with a Fee in Lieu of Development payment (Attachment A)

Analysis:
The Richards Annexation is a small subdivision entitled Thaynes Creek Ranch Estates. The subdivision plans are for seven single family lots. One lot currently contains an existing single family house. The Annexation Agreement allows for construction of six additional single family units. A future common area lot is allowed for shared equestrian uses and the existing riding arena for the HOA. Based on Housing Resolution 20-07, the affordable housing obligation is 15% of new residential units or 15% of six units which equals 0.9 Affordable Unit Equivalents (AUE) or 810 square feet.

The Richards Annexation application was filed on February 7, 2012 and is subject to the requirements of Housing Resolution 20-07. Under the housing resolution, a fee in lieu is permissible if the City determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted.

An in lieu payment is accepted at the sole discretion of the Park City Housing Authority. The general preference for fulfilling a housing obligation is the development of housing units. The payment of an in lieu fee could be given a higher priority when such a payment will result in more immediate development of housing or the leverage of additional resources. Examples where an in lieu fee would be a preferred option would be when the City has an identified project, where the contribution of in lieu fees would result in greater affordability or an increased number of units, land acquisition or projects with an affordable housing requirement of fewer than five units.

Staff finds good cause to accept Mr. Richards' proposal to pay a Fee in Lieu of Development. The request is consistent with previous in lieu approvals when the affordable housing obligation was relatively small, in this case less than one AUE. In similar cases, Council accepted an in lieu fee in 2005 for Union Square (Sky Lodge) MPD which had a housing obligation of 3.45 AUEs and in 2001, April Mountain was permitted to make an in lieu fee payment for 3.3 AUEs. In both cases, the fee in lieu was accepted due to the small size of the obligation.

The request further complies with Resolution 20-07 in that the in lieu payment can leverage additional resources as the City moves forward with housing development in the Lower Park Avenue RDA. It can also be available for development of new tools for affordable housing such as a mortgage assistance program to help workforce families purchase existing homes. In one or more of these ways, the in lieu fee will assist affordable housing efforts in a neighborhood context which meets the 2012 Housing Plan as well as the General Plan.

The amount due is $103,345 which is 90% of the 2012-2013 in lieu fee which is $114,282. As per Housing Resolution 20-07, the in lieu fee is updated biannually. The in lieu fee payment will be placed in the Housing CIP account and targeted to city-sponsored affordable housing efforts. The in lieu fee will be paid prior to the issuance of building permits for the project. The Developer has the option of paying the fee in total immediately or paying one half immediately and the balance prior to issuance of the first certificate of occupancy. If the builder chooses to split the payments, the balance could be subject to change because the second payment will be calculated based on the fee in effect at the time of payment.

Department Review: This Staff Report has been reviewed by the Planning Department, Sustainability, City Attorney's office and the City Manager.

Alternatives:

- **A. Approve:** The Housing Authority could approve Mr. Richards' request to pay the In-Lieu fee– **this is the recommendation of Staff.**
- **B. Deny:** The Housing Authority could deny the request and recommend an alternative strategy.

C. Modify: The Housing Authority could propose modifications to the recommendation and request that Staff return with additional information or analysis.

D. Continue the Item: The Housing Authority could continue the item and direct Staff to return with additional information.

E. Do Nothing: The Housing Authority could do nothing.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance betw een tourism and local quality of life (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Residents live and w ork locally (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	(Select from List)	Very Positive	(Select from List)

Comments: In-Lieu fees will be available for future affordable housing initiatives.

Funding Source: Does not apply – no city funding is required.

Consequences of not taking the recommended action: Mr. Richards must have an approved Affordable Housing Mitigation Plan prior to receiving a Building Permit, so his work is on hold until the plan is approved.

Recommendation:
Staff recommends that the Park City Housing Authority accept an in lieu fee payment as fulfillment of the housing obligation for the Richards Annexation.

Exhibit A: November 14, 2013 Housing Plan submitted by Frank D. Richards, Jr.
Exhibit B: Housing Resolution 20-07

November 14, 2013

Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

Attention: Rhoda J. Stauffer, Housing Specialist

I am the developer of Thaynes Creek Ranch Estates on Payday Drive. There are seven single family lots in the subdivision. A condition of final plat recordation is that I comply with Resolution 20-07. Since this is a small subdivision and the requirement is less than one dwelling unit, I would like to request that a Payment of Fees, in lieu of development, be accepted. Such a payment would leverage other resourses.

Your approval of this request would be sincerely appreciated.

With best regards,

Frank Richards

Franklin D. Richards, Jr.

Resolution 20-07

RESOLUTION ADOPTING AFFORDABLE HOUSING GUIDELINES AND STANDARDS FOR PARK CITY, UTAH

WHEREAS, the livability and viability of Park City is directly affected by the availability of a sufficient amount of housing affordable to all residents; and

WHEREAS, the City Council desires to establish policies to ensure a reasonable opportunity for a variety of housing and which bears an essential nexus to maintaining the social, economic and political fabric of the community; and

WHEREAS, the 2005 Park City Housing Assessment and Demand Analysis concluded that the rise of housing costs has outpaced the increase in wages in the service sector areas of the resort based economy and has resulted in making housing unaffordable to working residents of the City; and

WHEREAS, the 2005 Park City Housing Assessment and Demand Analysis projects in the Leisure and Hospitality employment sector will continue to drive the demand for additional workforce housing in Park City; and

WHEREAS, it is in the best interest of the community and a legitimate government interest to formulate guidelines and standards to establish a consistent criteria for review of Master Planned Development applications and annexation petitions and other development actions where affordable housing is needed to mitigate the impact of the project on the community; and

WHEREAS, the cost of providing affordable housing and any solutions should equitably apportion the cost based on impact generation, growth inducement and the underlying goal to provide a diversity of housing types and prices in our community in order to maintain a healthy economy and diverse population.

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

SECTION 1. ADOPTED HOUSING STANDARDS AND GUIDELINES. The following housing standards and guidelines are hereby adopted. Unless otherwise defined separately herein, all words and terms shall have the same meaning as defined in the Land Management Code, as amended.

SECTION 2. APPLICABILITY. These standards shall apply to all new Housing and Commercial Development created under Title 15, Chapter 6 Master Planned Developments and Title 15, Chapter 8 Annexations of the Park City Land Management Code. These standards shall apply to prior agreements on density or configuration unless specifically addressed within Development Agreements.

SECTION 3. PURPOSE. The purpose of this Resolution is to ensure that new development does not adversely affect the supply of affordable housing in the City and to maintain Park City's social, economic and political fabric of its community character. It is intended that the requirements imposed herein are roughly proportionate and reasonably related to the impacts of the Development.

SECTION 4. REVIEW. This Resolution shall be reviewed by the City Council at least biennially to ensure that these standards are meeting the housing goals and objectives.

SECTION 5. DEFINITIONS.
Affordable Housing: Housing costs – rent plus basic utilities or mortgage, tax, insurance and/or Homeowners Association payments – that consume no more than 30 percent of a household's income.
Affordable Housing Unit: Dwelling units that are deed restricted to the housing size and type for individuals meeting occupancy guidelines approved by the Park City Council.
Affordable Unit Equivalent: A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.
Bedroom: Designed to be used for sleeping purposes and which contains closets and meets all applicable City Building Code requirements for light, ventilation, sanitation and egress.
Deed Restriction: A contract entered into between Park City Municipal Corporation and the owner or purchaser of real property identifying the conditions or occupancy and resale.
Household: All related and unrelated individuals occupying a unit.
Household Income: Combined gross income of all individuals who will be occupying the unit regardless of legal status. Adjustments to the gross for business expenses can be made for persons who are self-employed.
Net Livable Square Footage: Is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions. Also included, but not limited to, habitable basements and interior storage areas, closets and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.
Park City Housing Wage: The median wage of the core Park City workforce as determined annually by the City Council.
Studio Unit: Living quarters designed around a relatively large single room incorporating the features of a living room, bedroom, dining room/kitchen and bathroom.

SECTION 6. EXEMPTIONS. The development of affordable housing units as defined by the Land Management Code is exempt from the requirements of this Resolution. This may include projects developed by or sponsored by nonprofit organizations and projects for which agreements have been executed that provided affordable housing or land for said purpose.

SECTION 7. FEE WAIVERS. Section 11-12-13 of the Municipal Code provides that "any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, such as low income housing projects." Pursuant to Section 11-13-4(A) of the Municipal Code, the City Council can waive impact fees for construction of affordable housing up to $5,000 per unit.

SECTION 8. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

A. Residential Development.

For projects where units are offered for sale or rent, the Developer shall provide affordable housing units in an amount equal to fifteen percent (15%) of the total residential units constructed. Affordable units developed on-site in fulfillment of this requirement are not included in the density calculation for the project.

RESIDENTIAL GENERATION CALCULATION EXAMPLE

An Applicant has received approval for a 128 unit Master Planned Development.

1. 128 units (total units approved) multiplied by .15 (residential mitigation rate) equals 19.2 Affordable Unit Equivalents.
2. One Affordable Unit Equivalent is 900 square feet of net livable space.
3. The total approved units for this MPD is 128 market rate units plus 19.2 affordable unit equivalents.

B. Commercial Development

The Developer shall be required to mitigate 20 percent of the employees generated. For projects with a commercial component, the minimum affordable housing requirements shall be determined according to the following formulas:

Table 1: Employee Generation by Type of Use.

Type of Use	Full Time Equivalents (2080 hours) per 1,000 net leasable square feet
Restaurant/Bar	6.5
Education	2.3
Finance/Banking	3.3
Medical Profession	2.9
Other professional services	3.7
Personal services	1.3
Real Estate/Property management	5.9
Commercial/Retail	3.3
Recreation/amusements	5.3
Utilities	2.9
Lodging/hotel	0.6/room
Condominium Hotel	Greater of lodging/hotel calculation or residential mitigation rate
Overall/General	4.4

The Overall/General Type of Use shall apply to any use not listed in the Employee Generation Table if an Independent Calculation is not performed.

EMPLOYEE GENERATION CALCULATION EXAMPLE

An application for a Master Planned Development of 20,000 square feet of commercial space and 100 hotel rooms has been submitted. The commercial uses include:

10,000 square feet of retail space
5,000 square feet of restaurant/bar space
5,000 square feet of professional services

1. Using the above Employee Generation Table, the project will generate 114 employees.

- *Retail* at 3.3 employees per 1,000 square feet equals 33 employees
- *Restaurant/Bar* at 6.5 employees per 1,000 square feet equals 32.5 employees
- *Professional Services* at 3.7 employees per 1,000 square feet equals 18.5 employees
- *Hotel* at .6 employees per unit equals 60 ernployees.

2. 144 (total number of employees) multiplied by .20 (mitigation rate) equals 28.8 employees.

3. 28.8 employees divided by 1.5 (workers per household) equals 19.2 employee unit equivalents required.

4. 19.2 employees is equivalent to 9.6 Affordable Unit Equivalents configured as two-bedroom, 900 net livable square foot units.

5. The Developer is required to provide 9.6 Affordable Unit Equivalents in addition to approved commercial and hotel density.

C. Reduction of Employee Generation for Institutional/Nonprofit Use. The City Council may reduce the base employee generation rate by up to fifty percent for uses that are "non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations "upon finding that the benefits/impacts of such Development as they relate to other general plan goals and/or action items outweigh the housing impacts.

D. Independent Calculation. An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation shall be accepted by the City Council if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation Table shall be applied to the proposed Development. Any acceptance of an Independent Calculation shall be site and use specific, non-transferable and be memorialized in a Development Agreement between the property owner and the City. Such Agreement shall be executed prior to the issuance of any building permit.

E. Redevelopment: Additions and Conversions of Use. Redevelopment or remodeling in an existing use or the change in use from one use to another is exempt from the requirements of this Resolution, provided such activity does not create additional employment generation as determined in *Table 1: Employee Generation by Type of Use*. Only the uses and areas that existed prior to the redevelopment or remodeling shall be exempt from the requirements of this Resolution. Any new area or unit or any change in use which creates additional Employee Generation as determined in *Table 1: Employee Generation by Type of Use* shall be subject to this provisions of this Resolution. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the employment generation of the total structure. If the developer converts one land use to another with higher employment generation rates, the mitigation will be based on the increase in FTEs. For example, a conversion of a 1,000 sq. ft. retail establishment with an employee generation rate of 3.3 FTEs per 1,000 square feet to a private club with a generation rate of 6.5 FTEs per 1,000 square feet results in a net increase in 3.2 FTE and would require additional mitigation.

F. Final Unit Requirement Calculations. The final calculations for the number of inclusionary units and the rental or sales price for these units shall be made prior to the issuance of building permits for the covered project.

SECTION 9. METHODS OF HOUSING REQUIREMENT COMPLIANCE

A. Size and Design Standards for Affordable Housing Units

1. Unit Types: The distribution of dwelling unit types that meet the deed restricted affordable unit requirements of this section shall be as follows:

- **Single Family:** In single family detached dwelling unit developments, the required on-site permanently affordable units shall also be single family detached units.
- **Mixed Unit Type:** In developments where there is a mix of two or more unit types: single-family detached units, attached units, multi-family apartment units, or other dwelling unit types, the required on-site deed restricted units shall be comprised of the different unit types in the same proportion as the market rate dwelling units within the development.
- **Alternative Distribution Ratios**: Different unit distribution among the deed restricted affordable unit types may be permitted if doing so would accomplish additional benefits or result in a better design than not using the distribution of units provided for in this section.

2. **Minimum Sizes for Deed Restricted Units:** In order to assure livability, the net livable square footage for affordable units shall be as follows:

Dormitory	150 square feet
Single Room Occupancy	275 square feet
Studio	400 square feet
One Bedroom	650 square feet
Two Bedroom	900 square feet
Three Bedroom	1,150 square feet
Four Bedroom	1,400 square feet

The Planning Department prior to the issuance of any building permits for either the free market or employee housing component of the project must verify square footage. The Building Department may check the actual construction of the employee housing units for compliance with the approved building permit plans.

3. **Winter Seasonal Units.** Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy the employee housing requirements by provision of dormitory/lodge units designed for occupancy by seasonal employees. The dormitory/lodge units must satisfy all requirements of the applicable Guidelines and shall be required to meet the following minimum standards:

- Occupancy of a dormitory unit shall be limited to no more than 8 persons.
- There shall be at least 150 square feet of net livable square footage per person, including sleeping and bathroom uses.
- At least one bathroom shall be provided for shared use by no more than four persons. The bathroom shall contain at least one toilet, one wash basin, one bathtub with a shower and a total area of at least 60 net livable square feet.
- A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Building Department's approval and determination that the facilities are adequate in size to service the number of people using the facility.
- Use of 20 net leasable square feet per person of enclosed storage area located within, or adjacent to, the unit.
- Rents for dormitory units will be set by Special Review on a case-by-case basis, given the unique and varying characteristics of dormitory units, with affordability as the key issue.
- Seasonal Lodge Developments may be required to house qualified employees of the community at large.

4. **Special Needs Emergency/Transitional Housing.** Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy a portion of its employee housing requirements by provision of special needs emergency/ transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Park City boundaries. The housing must be developed in

collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must satisfy all requirements of the applicable Housing Guidelines and Standards as well as comply with all applicable local, state and federal requirements. Given the unique and varying characteristics of the population to be served, the rents for emergency/transitional housing must be approved in advance by the City Council.

5. Minimum Green Building Requirements. All new construction or substantial rehabilitation projects developed in fulfillment of the affordable housing obligation must demonstrate that it meets, at minimum, LEED Certified level. All appliances and products including light bulbs shall be Energy Star qualified products for all new construction or substantial rehabilitation.

6. Affordable Unit Amenities. Inclusionary units may differ from the market units with regard to interior amenities and gross floor area provided that:

- These differences, excluding differences related to size differentials are not apparent in the general exterior appearances of the project's units; and
- These differences do not include insulation, windows, heating systems and other improvements related to the energy efficiency of the project's units.
- The gross floor area of the inclusionary units is not less than the following minimum requirements, unless waived by the City.

B. Methods of Meeting Minimum Requirements.
The following methods, in order of priority, may be used to meet the minimum affordable housing mitigation requirements.

1. ***Construction of unit(s) on the site on which the development is proposed.*** Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.

2. ***Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted to affordable housing by Park City or Summit County.***

3. ***Dedication of existing units provided such units have not been previously restricted to employee or affordable housing by Park City or Summit County.*** Units shall be located within the City limits unless otherwise approved by the City. Units must be of equivalent value, quality and size of the deed restricted units that would have been constructed on-site. Existing units must be in move-in condition with appliances, windows, heating, plumbing, electrical systems, fixtures and equipment in good working condition. The value of dedicated existing units will be determined, at the expense of the developer, by an appraiser selected by the developer from a list of certified appraisers provide by the City of by such alternative means of valuation as to which a developer and

the City may agree. All units shall be inspected and shall meet applicable Park City building codes and state habitability standards, as applicable. Applicant shall bear the costs and expenses of any required upgrades to meet the above standards as well as any reports required to assess the suitability for occupancy and compliance with the standards of the proposed units. All appliances and products including light bulbs shall be Energy Star qualified products.

4. ***Construction of units outside Park City, but within the Park City School District boundary and/or the boundaries of the free transit system.***

5. ***Conveyance of land within the Park City School District boundary and/or the boundaries of the free transit system provided such land has not been previously restricted to employee or affordable housing by Park City or Summit County.*** The developer may elect to (a) convey land to the City or its designee that is of equivalent value to the cash in lieu contributions that would be required under this Resolution, plus an additional 25 percent to cover costs associated with holding, developing, improving or conveying such land; or (b) convey land to the City or its designee that is of equivalent value (as of the date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of construction is being satisfied by the dedication of the land. Land conveyance shall occur prior to the issuance of any building permit for the free market portion of the development. Should the City Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.

6. ***Payment of Fees in Lieu of Development***. If the City determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The Payment in Lieu Fee for 2007 is $160,553. The fees shall be reviewed and updated at least biennially. Updates may occur more frequently at the request of the City Council to reflect changing real estate conditions. The funds, and any interest accrued, shall be used only for the purpose of planning for, subsidizing or developing affordable and employee housing.

   One-half of the in-lieu fee shall be paid (or a letter of credit posted) prior to issuance of a building permit for all or any part of the MPD. The remainder of the fee shall be paid before a certificate of occupancy (temporary or permanent) is issued for any unit in the Residential Development. The remaining fee will be calculated at the in lieu fee rate in effect at the time of payment. The Developer retains the option of paying the fees in full at time of building permit to avoid any increase in fees.

SECTION 10. DEED RESTRICTION. Prior to the plat recordation provisions to ensure continued affordability of inclusionary units shall be embodied in legally binding agreements and/or deed restrictions, which shall be prepared by the developer, but which shall not be recorded or filed until reviewed and approved by the City Attorney with such modifications as it may deem necessary to carryout the purpose of this Resolution. No building permit application shall be accepted in the absence of proof of the execution of requirement agreements and covenants. In the event such restrictions are voided by bankruptcy or other legal action, the City may revoke the Certificate(s) of Occupancy until such time as subsequent owner complies with the standards herein.

SECTION 11. TIMING OF OCCUPANCY. The affordable units shall be ready for occupancy no later than the date of the initial or temporary occupancy of the free market portion of the project. If the free market units are to be developed in phases, then the affordable housing can be developed in proportion to the phasing of the free market units as approved in the Housing Mitigation plan.

SECTION 12. APPLICABILITY OF RESOLUTION TO PRIOR APPROVALS OR PENDING APPLICATIONS.

A. Prior Development Agreements. Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution.

B. Prior Annexation. Unless otherwise provided in Conditions of Approval or a Development Agreement, Developments subject to affordable housing requirements imposed by annexation agreements entered into prior to the effective date of this Resolution may develop in conformity with the Resolution in place at the time the Annexation Agreement was approved.

C. Pending Project Approval Actions. Developments for which complete applications were filed prior to the effective date of this Resolution, but have not been reviewed by the appropriate body, must conform to the Resolution in place at time of application.

SECTION 13. HOUSING MITIGATION PLAN. The Applicant shall submit a Housing Mitigation Plan. The Housing Mitigation Plan shall be reviewed by the Planning Commission as part of the application to the City for the Annexations or Master Planned Development with a recommendation forwarded to the City Council. The Housing Mitigation Plan shall include the following:

A. Calculation and Method. The calculation of, and method by which housing is to be provided, in compliance with Section 6 "Calculation of Minimum Affordable Housing Requirement" and Section 7 "Method for Providing Housing"

B. Unit Descriptions. If affordable housing units are to be developed, a site plan and building floor plans (if applicable), illustrating the number of units proposed, their location, the number of bedrooms in and square foot of each unit, and the rental/sale mix of the development. The proposed sale prices and rent levels shall also be included.

SECTION 14. CONSTRUCTION TIMING. Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units. Other phasing agreements may be accepted, if doing so would accomplish additional benefits fro the City consistent with the purposes of this Resolution. A schedule setting forth the phasing of the total number of units in a covered project, along with a schedule setting forth the phasing of the required inclusionary units shall be approved prior to the issuance of a building permit.

SECTION 15. GOOD FAITH MARKETING REQUIRED. All sellers or owners of deed restricted affordable units shall engage in good faith marketing efforts each time a deed restricted unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance of becoming informed of the availability of such units. A public marketing plan shall be submitted by the developer for the initial sale or lease of the units.

SECTION 16. LOCAL PREFERENCE OPTION. The Park City area is defined as the Park City School District limits. The following target groups should be given priority in any deed restricted affordable housing project.

- Full time (30 hours of employment per week) employees of businesses located in the City limits.
- A resident of the City for the prior 24 months.
- An owner or owner's representative of a business within the City limits.
- Senior Citizens
- Physically and/or mentally challenged individuals.

SECTION 17. MAXIMUM RENTS AND SALES PRICES. The following provision shall apply to the calculation of rents, selling prices and/or carrying charges of deed restricted affordable units.

A. Occupancy. In calculating the rents or carrying charges of inclusionary units, the following relationship between unit size and household size shall apply:

Dormitory/Single Room Occupancy:	1 person per 150 net livable square feet.
Studio/Efficiency:	1 person per household
One-bedroom:	1.5 person household
Two-bedrooms:	2.5 person household
Three-bedroom:	4 person household
Four-bedroom:	6 person household.

B. Rental Units. Inclusionary rental units in any one development shall be rented at a price, which, on average, is affordable to a household with an annual income of 100% of the Park City Workforce Wage.

C. For Sale Units. The initial sales prices for affordable units in any one development shall average a price affordable to a household earning 150 percent of the Workforce Housing Wage for Park City according to the following guidelines.
a. An available fixed-rate thirty year mortgage, consistent with the First Time Homebuyer Rate offered by the Utah Housing Corporation, plus 50 basis points. A lower rate may be used in calculating affordable prices if the developer can guarantee the availability of a fixed rate, 30-year mortgage at this lower rate for all of the inclusionary units.
b. A down payment of no more than 5 percent of the purchase price
c. A calculation of property taxes; and
d. A calculation of homeowner insurance and/or homeowner association fees.

D. Appreciation Limits. Provisions to ensure continued affordability of inclusionary units offered for sale shall include a formula limiting equity appreciation to either a shared percentage of the equity appreciation or a cap on the equity appreciation, with such adjustments for improvements made by the seller and necessary costs of sale as may be approved by the City. The form of the resale restriction shall be determined by the City at the time of approval of the Housing Mitigation Plan.

E. Limitation on Rental Rates and Terms. The rate at which the Owner shall rent the Units shall not exceed the Maximum Rent. The Maximum Rent shall be adjusted on January 1 of each year by the annual percentage increase in the Consumer Price Index for the western region using a base year of 2006. Unless otherwise approved, the minimum lease term shall be six months.

F. Income Limits. The City reserves the right to place an income/asset limitation for prospective owners or renters as needed to further the goals of this Resolution.

SECTION 18. TERM OF AFFORDABILITY. The Term of Affordability shall be for a period of not less than forty (40) years. At the expiration of the initial forty (40) year term, this Agreement shall be reviewed for additional consecutive ten (10) year terms, unless the City shall determine, based an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable/employee housing needs in Park City.

SECTION 19. WAIVERS. The City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.

SECTION 20. ADMINISTRATIVE RELIEF. The City Council may waive all or part of the requirements of this Resolution where the applicant can establish by clear and convincing financial data and other evidence relating to the character of the development or surroundings that the imposition of the requirements set forth in this article shall create an economic hardship. The Council shall use the same standards that it applies to historic properties in making a determination of economic hardship. A waiver under this section shall be granted only to the extent necessary to relieve the hardship or difficulty that serves as the basis for the requested waiver and shall not be considered precedent for future requests for administrative relief.

SECTION 21. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Resolution.

SECTION 22. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council. All prior Housing Resolutions and parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed. This Resolution repeals and replaces all prior housing resolutions including Resolution s 37-91, 8-93, 6-94, 7-95, 17-99 and 10-2006.

PASSED AND ADOPTED this 12th day of July 2007.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Tom Daley, Deputy City Attorney

PARK CITY SUMMIT COUNTY UTAH
MARCH 1, 1884
CORPORATE SEAL