PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 2, 2010

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, September 2, 2010.

Closed Session
2:00 p.m. Property and litigation

Work Session

3:00 p.m.	Council questions/comments	
3:10 p.m.	Park Silly Sunday Market update	P. 5 - 23
3:30 p.m.	*Budgeting for Outcomes* and pay plan history	P. 24 - 32
4:30 p.m.	Bonanza Drive Reconstruction Project	P. 33 - 37
5:05 p.m.	Leave Marsac Building	
5:15 p.m.	Creekside Park Ribbon-Cutting Ceremony	

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

US Census Bureau

IV 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 under "Additional Discussion – Agenda Items")*

1. Consideration of award of contract with Mountain Trails Foundation for annual trail maintenance services in a form approved by the City Attorney P. 38 - 43

2. Consideration of a contract agreement with Clean Harbor for soil hauling and disposal services related to the reconstruction of Bonanza Drive in an amount not to exceed $695,000, in a form approved by the City Attorney P. 44 - 51

3. Consideration of a contract agreement with Clean Harbor for soil hauling and disposal services related to the construction of the SR248 Pedestrian Tunnel in an amount not to exceed $245,000, in a form approved by the City Attorney P. 52 - 58

4. Consideration of a Letter of Intent for the IPT Demonstration Project with Energy Dynamics Lab, in a form approved by the City Attorney P. 59 - 70

V NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of a Master Festival License for the Park City Pink Half Marathon to be held October 16, 2010 P. 71 - 75
   (a) Public hearing
   (b) Action

2. Consideration of a Master Festival License for Mountainland 356 Rendezvous Concours to be held on October 9, 2010 on Main Street P. 76 - 80
   (a) Public hearing
   (b) Action

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII 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 available in Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 9, 2010

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 9, 2010.

Posted: 08/30/10
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

September 2010

9 **No meeting – Summer Tour**
16 **Liza gone**
Sundance update (work) - JW
Ice Arena update - JG
Award of contract for solar array on Marsac Municipal Building – TP
Design and Engineering Contract for Richardson Flat and SR-248 Intersection – KC
Special service contracts – NR
Contract for historic preservation consulting services -TE
50 Shadow Ridge – JM
320-350 McHenry – KW
310-350 McHenry – KW
29 & 39 Silver Strike Trail - KW
23 Library Facility Needs (work – 20 min) - LT
Desk Culture Tool presentation (work – 20 min) - LG
30 **Tom gone**

October 2010

7 **No meeting**
Liza gone
14
21
28 **No meeting**

November 2010

4
11
18 **Liza gone**
25 Thanksgiving

December 2010

2
9 2011 Insurance Placement - CL
16
23 **Christmas Holiday**
30

Pending Items:
Review of two year special event policy
Open space maintenance
U S Postal Service gang boxes in Old Town - MC
Wild land interface issues

City Council
Staff Report

Subject:	**Park Silly Sunday Market - Update on Master Festival License and City Services Agreement**
Author:	**Tommy Youngblood**
Department	**Sustainability**
Date:	**Sept 2, 2010**
Type of Item:	**Informational Update**

Summary Recommendations:
Affirm Staff findings that the Park Silly Sunday Market is operating consistent with their City Services Agreement.

Description Topic:
2010 Park Silly Sunday Market.

Background:
On February 25, 2010 Park City Municipal Corporation and Park Silly Sunday Market (PSSM) entered into a services agreement. Section 9.5.c of that agreement outlines that a Mid-Event Review could be requested by Council. This review is coming to Council later than anticipated due to delays in receiving financial information from the applicant and other project priorities for City staff.

Analysis:
All substantial issues within the City Services Agreement between the Park City Municipal Corporation and Park Silly Sunday Market (PSSM) are being met and are being executed. Several items in the contract specified cooperation with non-governmental agencies as well other measureable benchmarks. There have been no major negative concerns as of this report. What follows is a summary of some of the specific items outlines in section 9 & 10 of the Agreement.

As per contract requirements, staff will return before November 1, 2010 for an end of the season wrap report.

Vendor Mix:
Staff finds that PSSM has met all of the requirements concerning the contracted vendor mix criteria & Historic Park City Alliance (HPCA) representation. While in agreement that PSSM has met these conditions including the juried categories of food and jewelry the HPCA reports that some members (exhibit D) still feel that the vendor mix competes with many of its merchants. HPCA would like clarification on the issues of number of food vendors. HPCA states that they were told that PSSM would not automatically be

allowed the maximum of 14 food vendors. As contracted, PSSM has no additional requirements to maximize the food vendors. All parties are in discussion on this issue.

<u>HPCA Access to Vendor Space:</u>
All 15 Weeks for the HPCA free vendor space have been booked and meets contracted obligation.

<u>Expanded Market Activities & Incremental growth of Market:</u>
Staff finds the proposed, expanded activities meet the contractual obligations and therefore standards for an additional $10,000 of financial consideration. The goals identified in the contract include creating activities south of Heber that is "geared at bursts or pockets of activity that do not necessitate the closure of Main Street"; namely:

1. **Farmers Market on 5th Street:** The relocation of the Farmers Market to the Post office Lot at 5th and Main has helped draw and keep foot traffic up into this area of Main Street. All of the traffic that parks at China Bridge has to walk by this area.
2. **Centennial Park:** This expansion was sparsely attended by the public. The vendors were integrated back into the Main Market
3. **Miner's Park Music stage**
4. **Roaming Buskers along Main Street**

The HPCA continues to support the expansion of the market south of Heber Ave. In discussions they prefer is to use the successful model of the Farmers Market and locate another area for expansion without closing more of Main Street. The two potential areas identified are at Miners Park and the Brew Pub Lot. Various ideas are being considered for these areas such as expanded non-musical activity for the Miner's Park and an Old fashioned Carnival in the Brew Pub lot. Consideration of this programming/expansion will be considered during the year end review and planning for the 2011 Market.

<u>Marketing, Media, Cross Promotional and Public Relations</u>:
PSSM spent $11,966 to date on direct newspaper, radio and other media advertising. Staff encourages further cooperation and clarification on cross promotional opportunities with HPCA, Park City Chamber, Utah Office of Tourism, etc. Staff will further analyze all marketing efforts for the end of the season report
Concepts such as the 'Silly Specials' have met with limited success and more needs to be done on these types of mutual marketing activities, PSSM places 3 informational kiosks with maps of Main Street, Two (2) within the Lower Main Venue and One (1) at the Farmers Market Venue which we find to be effective.

Expanded signage for Supporting Main Street Businesses
The flags used by PSSM to identify those Main Street businesses that participate with this program were not being used consistently and there was little recognition by the public. This program is being reworked.

<u>Demonstrated and Measureable Success:</u>

Attendance:

- Total estimated attendance as of August 22, 2010 is – 47,500 - 49,000 with a average weekly attendance of 5277 – 5400.

  <u>Counting Methods</u>
  1. Marking when China Bridge & surrounding parking fills up and for how long.
  2. Taking picture of street at different times and counting people
  3. General reports of sell receipts and information from vendors
  4. Counting amount of trash and recyclables

Parking & Traffic Circulation:

- China Bridge, Main Street & Brew Pub lot the have been filling up around 11:30 or Noon and stays that way until 3:30 – 4:00pm. Upper & Mid Park Avenue down to the library is also parked to capacity within this timeframe.

- Staff approved PSSM request for vendor parking to include the historic wall just above the Transit Center to accommodate vendors at the Farmers Market; the 30min zones and Handicap spaces open just behind the Post Office are being maintained

Environmental & Community impacts

- PSSM continues there Zero Waste, Bike Valet, non-profit and community outreach programs. Attendee survey results will be presented at the Annual Review.

- One resident of Park Avenue has reported that the increased traffic and parking of market attendees and vendors is unusually disruptive to the neighborhood. These residents have been contacted and PCMC along with PSSM are working on some longer term solutions which may involve identifying alternate locations for vendor parking and/or the extension of Resident Parking Restrictions to additional sections of Park Avenue. The city services agreement states that the PCMC shall make available the use “of the East Side of Park Avenue from 9th Street to 12th Street….for PSSM Vendors and Staff.”

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<u>Financial Consideration</u>

Staff finds that PSSM is living up to their contractual financial obligations. Staff also realizes that the timing on signing of the contact may have created a short window for cooperation between PSSM, HPCA, Park City Chamber, Park City Restaurant Association, etc. to maximize the marketing funding. However a more coordinated joint marketing campaign should be implemented for the future.

The Board of Directors of the Park Silly Sunday Market recognizes that their current business model does not produce the income levels needed to sustain the market. They are currently in the process of reviewing and adjusting this model to maximize revenues and to bring expenditures into line.

A sponsor contribution from Park City Municipal Corporation of $70,000 was made to PSSM

1. $30,000 for cross marketing and promotion with HMBA
    - PSSM has reportedly spent $11, 966, to date, on direct newspaper, radio and other media advertising (See attached Exhibit D)
    - Final expenditures due at end of the season report

2. $10,000 for expanded Activities south of Heber Ave, as outlined previously in report
    - Current Farmers Market Expansion
    - Current Miners Park Music stage
    - Current Roaming Buskers
    - Possible Miner's Park Expansion
    - Possible Brew Pub Expansion

3. $40,000 for operations and promotion
    - Major Asset Purchase - $ 5,960.93
    - Trailer Purchase - $1,729.00
    - Moving Truck Purchase – $3,500.00
    - Mountain Town Stages and Entertainment – $28,115

4. Fee waivers and Value-in-Kind amounts have been met

Additional Contractual information to be reviewed at end of season report:
The following items will be detailed at the end of the season report. As of this date no negative reports have been received on these items:
- Hours of Operation
- Expanded Liquor area
- Noise issues

Department Review:
The Sustainability, Legal, and Executive Departments have reviewed this report. Their comments were included when developing this report. Transit, Parking, Police Streets & Building Departments attend monthly Special Events Meetings where operational items are discussed. There overall input has been incorporated into this report.

Significant Impacts:
There are no significant impacts resulting from the PSSM at the time of this report. The end of the year report will provide an in-depth review of changes in overall City costs

involving operations, additional staff time and Main Street trash removal and restroom cleanings.

Consequences of not taking recommended action:
The Park Silly Sunday Market would not be allowed to continue in its current form. An amended supplemental plan would need to be reviewed and approved.

Recommendations:
Affirm Staff findings that the Park Silly Sunday Market is operating consistent with their City Services Agreement.

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Exhibits

Exhibit A	Excerpts from executed City Services Agreement
Exhibit B	Park Silly Market Press Packet (under separate cover)
Exhibit C	Summary of Park Silly Sunday Market Financial Review
Exhibit D	Summary of Park Silly Sunday Market Marketing & Entertainment Expenditures
Exhibit E	Letter from Andy Beerman –President HPCA

Exhibit A - Excerpts from executed City Services Agreement

D. PSSM SERVICES.

9. PSSM Obligations. As consideration for the City support herein, PSSM agrees to the following:

1. Vendor mix – PSSM agrees to regulate their vendor mix to mitigate for potential of adverse impacts:
   a. PSSM shall continue to develop the local growers area of the Market. Otherwise keep general vendor mix the same, but stimulate and experiment to find best mix/locations to reduce any direct competition or conflict.
   b. Juried categories to include jewelry and food. HMBA to have one representative on jury. The representative should be mutually agreed upon. Agreement should not be unreasonably withheld.
   c. No "cooking" vendors south of Heber
   d. PSSM agrees to offer first right of refusal to HMBA on 3 of each type of food vendor (cooking and non-cooking/snacks). PSSM agrees to offer second right of refusal to the Restaurant Association. Food categories not to exceed a total of 14.

2. HMBA access to vendor space – PSSM agrees to provide:
   a. One 10'x10' vendor booth space with full set up for HMBA member use each week.
   b. Space in the PSSM Information kiosk/table for HMBA outreach, coupons, information etc.

3. Expanded Market Activities
   a. PSSM agrees to identify and implement limited mutually agreed upon activities and programming of Main Street south of Heber Avenue. The activity should be geared at bursts or pockets of activity that do not necessitate the closure of Main Street in 2010. In the event that no agreement is reached with the City, PSSM will

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not be eligible for $10,000 of the Financial contribution identified in Section E10(a)i.

4. Marketing, Media, Cross Promotional and Public Relations – PSSM agrees to:
    a. Promote Main Street and HMBA "Right-on-Main" branding as "Extremely Silly" Presenting/Title sponsor in all marketing and promotional material.
    b. Work directly with HMBA merchants and the Executive Director to develop weekly marketing promotions.
    c. Include HMBA logo and sponsor credit in all media placement (detailed in Exhibit E-1), website, email blasts, social media and prominent locations within the Market.
    d. Signs and maps directing visitors to upper Main Street and China Bridge parking spaces, encouraging them to walk the length of Main Street.
    e. Co-promotions with Chamber, Utah Office of Tourism, etc. of specific specials, i.e. "early bird" dinner special.
    f. Media – The HMBA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:
        i. Print ads (10 plus publications). PSSM to submit media/PR yearly recap;
        ii. Ads, links or info listings on 20 Utah tourism, business and special internet websites;
        iii. Periodic television coverage;
        iv. Radio spots and promotions;
        v. Website spots, summer guides, fairs, non-profit organization calendar listings;
        vi. Email blasts to 7,500+ subscribers; and
        vii. Social media and blogspot posts.

5. Annual Review(s) – PSSM agrees to:
    a. Annual approval of supplemental plan & review of specific operational plan
    b. Annual debrief of Market - is Market being operated consistently with service contract and Council goals?
    c. Mid-Event Review – City Council reserves the right to seek a mid-event review, which will consist of a Managers Report to City Council or Work Session if scheduled.
    d. Annual financial information and business plan made available to City Hall

6. Demonstrated & Measurable success – The following performance measures will be considered as part of the annual Supplemental Plans:
    a. Attendance – average attendance targets shall be established and verified annually by staff and PSSM
    b. Quantify Marketing & PR Value – of at least $150,000
    c. Reduced impacts to local business-– PSSM shall present a variety of promotional opportunities for local businesses and HMBA members to participate in. PSSM

will summarize efforts and participation in a report to PCMC at the annual review.

d. Community support – PSSM shall report at the annual review, the year-round efforts to support the community at-large, non-profits and Park City youth programs.
e. Environmental impacts - PSSM will continue its Zero Waste and bike valet program and include in the final report.
f. Community benefits – PSSM shall conduct a limited survey of market attendees geared at measuring benefit to local community. PCMC reserves the right to provide input to said survey and methodology, and changes shall be mutually agreed upon. This should be conducted with requirements for UTIC funding.

7. Incremental growth of Market & experimental closures of Main Street – PSSM agrees to experiment with programs to close other portions or the entirety of Main Street – but only if adequate programming or joint events are available to support said closure. PSSM shall take best efforts to close the entire street at least once annually (Silly Fest). Additionally PSSM shall seek opportunities to partner with other downtown events and combine to limit the total number of street closures. During those times PSSM shall have anchor activity planned at a minimum of three locations including but not limited to the intersection of Swede Alley and Main Street, Heber Avenue and Town Lift area. Based on demonstrated success, PSSM and Park City shall consider further expansion of the Market in future years.

8. Limitation on use of funds - PSSM shall provide financial reports at the annual review that will outline the use of funds tied directly to operation, expansion of the programming and promotion of the market, HMBA membership and community programs. These contributions will not to be allowed for executive or director salaries.

9. Board Representation – PSSM agrees to have one HMBA representative on the PSSM Board. The representative should be mutually agreed upon. Agreement should not be unreasonably withheld.

9.1 Park City, Main Street Venue. Park City's Main Street shall be recognized as the headquarters of the Market. PSSM.

9.2 Marketing and Public Relations – Press Releases and Promotional Materials. PSSM shall include a reference to "Historic Main Street, Park City, Utah" in all press releases made; and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the Historic Main Street Business Alliance promoting the City generally. PSSM agrees to aggressively market residents and visitors to attend the Market on Main Street Park City, Utah using the following mechanisms:

A. www.parksillysundaymarket.com;
B. On-site event promotions; and

C. Weekly radio and TV spots; and
D. Weekly email blast and social media updates

9.3 Cooperation with Chamber Bureau and Business Associations. PSSM and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, Historic Main Street Business Alliance, and Park City Restaurant Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

E. FINANCIAL

10. Service Contract. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contribution to PSSM towards the cost of the Market for the term of this contract:

(a) Annual cash payment for the following services:

(i.) $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4.

(ii.) $10,000 will be for expanded Activities ad defined in Section D.9.3

(iii.) $40,000 will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

(b) Annual fee waivers and Value in Kind, based on a combination of the following:

(i.) fee waivers – 2010 fees estimated at $25,600

(ii.) $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

Exhibit B - Park Silly Market Press Packet

Exhibit C - Summary of Park Silly Sunday Market Financial Review

P A R K   S I L L Y   S U N D A Y   M A R K E T

EXECUTIVE SUMMARY

At the direction of the Board of Directors a review of the 2010 Year to Date actual financial performance was done for the months of January through July. In addition a review was done for the Balance Sheet and Cash Flow reconciliation for the same period. As part of this overall review process an estimated budget was developed for the remainder of the fiscal year. This monthly budget was combined with the actual YTD performance to July to get an estimated year-end projection of financial status as well as a month-by-month cash flow estimation for the company. Individual financial statements are provided as part of this report with an overview of each area provided below.

ACTUAL PERFORMANCE – JANUARY TO JULY 2010

The company posted a YTD $98,196 profit on $359,841 gross revenues for a margin of 27.2%.

The gross revenues composition was sponsor / grants / donations 34.8%, vendor booth fees 51.8% and direct income from operations 13.4%. Estimated vendor booth fees are estimated at $205,000 which is short of earlier budget estimates by $65,000. It is unclear whether the initial booth fee estimates were overly aggressive but the shortfall has had a significant impact upon the year-end cash flow for the company.

Of the total operating expenses for the company payroll and related (including contract labor) represented 60.3% of the total disbursements. This cost is the most variable part of the operations and there are two areas in this cost area that need to be reviewed closely. The first is the fixed labor costs associated with salaried and year round hourly staff. Since the company has a seasonal operating year it is imperative that fixed payroll during non-operational months be aggressively reduced to a bear bone level. The second area is the cost of payroll for the actual market days. A very detailed cost / benefit analysis must be done to ensure that expansion of the foot print of the market results in corresponding incremental booth and other incomes to cover the additional payroll burden to.

BUDGET ESTIMATES – AUGUST OT DECEMBER 2010 & YEAR END

The company is estimated to post a loss for this period of $42,188 on $127,649 in gross revenues. This will result in an annual profit of $56,007 on total gross revenues of $487,490 for a profit margin of 11.4%.

Of the total annual operating expenses of $431,483 payroll represents $267,062 or 61.8% of the total. In the months during which there are no active market events the company experiences a monthly negative burn rate of approximately $14,000. The operations staff will need to provide the Board with a plan for the winter months that takes the payroll to a minimum.

The Board of Directors further mandated a complete reconciliation of the uses of the $70,000 in sponsor contribution made by Park City Municipal Corporation to PSSM. A complete Sources and Uses analysis is provided as part of this report.

In summary all of the monies received from PCMC were used for 2010 expenses with the exception of a repayment to PCMC of $16,860 from prior year which was an approved use. Additional expenses were directly related to costs associated with either the promotion of the Market or costs related to the pre season start up and expanded operations of the events.

Park Silly Sunday Market

Reconciliation of PCMC Sponsorship

SOURCES				
Sponsor	**Amount**	**Report**	**Year**	**Date**
Park City Municipal Corp	70,000.00	P&L	2010	March 8, 2010
Total Sources	70,000.00			

USES				
Payee	**Amount**	**Report**	**Year**	**Date**
Park City Municipal	(16,860.00)	Balance Sheet	2010	March 8, 2010
Major Asset Purchases	(5,960.93)	Balance Sheet	2010	April 2010
Moving Truck Purchase	(3,500.00)	Balance Sheet	2010	April 2010
Trailer Purchase	(1,729.00)	Balance Sheet	2010	April 2010
Marketing & Related Expenses	(45,084.32)	P&L	2010	Ongoing
Total Uses	(73,134.25)			

Net Surplus (Deficit)	**(3,134.25)**			

Exhibit D - Summary of Park Silly Sunday Market Marketing & Entertainment Expenditures

1:53 PM
08/04/10
Accrual Basis

Park Silly Sunday Market
Account QuickReport
January 1 through August 4, 2010

Type	Date	Num	Name	Memo	Split	Amount
Entertainers						
Check	6/13/2010	1122	Cory Miller	June 13	Zions Checkin...	25.00
Check	6/20/2010	1128	Sugar Space	June 20	Zions Checkin...	75.00
Check	6/20/2010	1129	Cory Miller	June 20	Zions Checkin...	25.00
Check	6/20/2010	1130	Elias Caress	June 20	Zions Checkin...	25.00
Check	6/25/2010	1163	Cory Miller	June 27	Zions Checkin...	25.00
Check	6/25/2010	1177	Amy Olson	June 27	Zions Checkin...	75.00
Check	6/25/2010	1165	Cory Miller	Invoice 100202	Zions Checkin...	80.00
Check	7/1/2010	1199	Karen Wilson	July 3	Zions Checkin...	50.00
Check	7/1/2010	1200	Dreamland Slideshow	July 3	Zions Checkin...	200.00
Check	7/1/2010	1201	Cory Miller	July 3	Zions Checkin...	25.00
Check	7/1/2010	1202	Malinda Luke	July 3	Zions Checkin...	25.00
Check	7/7/2010	1226	Robert O'Donnell	June hours 2...	Zions Checkin...	431.25
Check	7/11/2010	1232	Cris Clough	July 11	Zions Checkin...	25.00
Check	7/11/2010	1233	Sugar Space	July 11	Zions Checkin...	75.00
Check	7/13/2010	1241	Cory Miller	July 18	Zions Checkin...	25.00
Check	7/13/2010	1242	Malinda Luke	July 18	Zions Checkin...	25.00
Check	7/14/2010	1244	Mountain Town Sta...	Partial Paym...	Zions Checkin...	2,000.00
Check	7/23/2010	1288	Amy Olson	July 25	Zions Checkin...	100.00
Check	7/23/2010	1289	Elias Caress	July 25	Zions Checkin...	25.00
Bill	7/26/2010	July ...	Robert O'Donnell	July 1-15th 2...	Accounts Pay...	352.50
Check	7/26/2010	1285	Mountain Town Sta...	Partial Paym...	Zions Checkin...	4,000.00
Bill	7/26/2010	Invoic...	Mountain Town Sta...		Accounts Pay...	5,950.00
Check	7/28/2010	1306	Robert O'Donnell	July 18 & 25 ...	Zions Checkin...	300.00
Check	7/30/2010	1317	Karen Hoza	August 1	Zions Checkin...	50.00
Total Entertainers						13,988.75
TOTAL						13,988.75

Mountain Town Stages : 11,950.00
Entertainers : 2,038.75

Park Silly Sunday Market
Account QuickReport
January 1 through August 4, 2010

Type	Date	Num	Name	Memo	Split	Amount
Advertising Expense						
Local						
Check	1/12/2010	2890	Park Record	customer # 01105890-0...	Zions Checking	64.28
Check	1/12/2010	2890	Park Record	customer # 01105890-0...	Zions Checking	64.28
Check	1/12/2010	2890	Park Record	customer # 01105890-0...	Zions Checking	64.29
Credit Card ...	1/19/2010			Cultofjobs (paypal)	American Express 1...	49.99
Credit Card ...	2/9/2010			Cult og jobs refund	American Express 1...	-49.99
Bill	4/8/2010		Outdoor Utah		Accounts Payable	575.00
Check	4/14/2010	1011	Community Wireless	half of invoice 790	Zions Checking 1843	1,600.00
Check	4/27/2010	1037	Park City Magazine	Invoice 2010-11842	Zions Checking 1843	1,900.00
Check	5/26/2010	1082	Community Wireless	balance of Invoice 790	Zions Checking 1843	1,600.00
Check	6/7/2010	1112	Park Record	Customer 01105890-000	Zions Checking 1843	190.00
Bill	6/7/2010	Invoice 8054	Information Channe...		Accounts Payable	784.00
Bill	6/16/2010	Cust: P2045	Park City Chamber ...		Accounts Payable	300.00
Bill	6/18/2010	Inv 14227	Park City Media Gr...		Accounts Payable	1,000.00
Bill	7/6/2010	Cust 01105...	Park Record		Accounts Payable	760.00
Total Local						8,901.85
Out of County						
Bill	3/8/2010		Re-Direct	2010 edition for half pag...	Accounts Payable	600.00
Credit Card ...	3/23/2010		Utah.com		American Express 1...	708.93
Check	5/17/2010	1053	Salt Lake Magazine	Invoice 8274	Zions Checking 1843	595.00
Check	5/17/2010	1054	Outdoor Utah		Zions Checking 1843	425.00
Credit Card ...	6/1/2010		IStockInternational		American Express 1...	18.25
Credit Card ...	6/8/2010		Newspaper Agency		American Express 1...	275.04
Bill	6/10/2010	Invoice 645...	City Weekly		Accounts Payable	250.00
Credit Card ...	6/29/2010		Newspaper Agency		American Express 1...	192.00
Total Out of County						3,064.22
Total Advertising Expense						11,966.07
TOTAL						**11,966.07**

2:10 PM
08/04/10
Accrual Basis

Park Silly Sunday Market
Account QuickReport
January 1 through August 4, 2010

Type	Date	Num	Name	Memo	Split	Amount
Contract Labor						
Operations Crew						
Check	5/10/2010	1048	Angel Miralas	16.5 Hours at $12/hr	Zions Checking ...	198.00
Check	5/10/2010	1050	Alfred Morales	13 Hours at $12/hr	Zions Checking ...	156.00
Check	6/18/2010	1144	Buckets of Blossoms	Invoice 313	Zions Checking ...	3,591.67
Check	6/18/2010	1145	John M Platt	June 1-15, 2010 13hrs@$12/hr	Zions Checking ...	156.00
Check	6/20/2010	1131	Armondo Fuentes	June 13 7hrs @ $12/hr	Zions Checking ...	84.00
Check	6/20/2010	1132	Alfred Morales	10 hrs @ $12/hr June 13	Zions Checking ...	120.00
Check	6/25/2010	1166	Angel Martinez	37 hours @ $12/hr	Zions Checking ...	444.00
Check	6/25/2010	1173	Buckets of Blossoms	Invoice 316 less Sponsorship	Zions Checking ...	2,043.23
Bill	6/28/2010	Invoic...	Buckets of Blossoms	Invoice 324	Accounts Payable	1,354.17
Bill	7/13/2010	327, ...	Buckets of Blossoms	Invoice 327	Accounts Payable	1,260.42
Bill	7/13/2010	327, ...	Buckets of Blossoms	Invoice 332	Accounts Payable	1,454.17
Check	7/15/2010	1251	Alfred Morales	16 Hours @ $12/hr	Zions Checking ...	192.00
Check	7/15/2010	1252	Armondo Fuentes	19 Hours @ $12/hr	Zions Checking ...	228.00
Bill	7/26/2010	Invoic...	Buckets of Blossoms	Invoice 343	Accounts Payable	1,216.67
Bill	7/26/2010	June ...	Angel Martinez	June 27-July 18 26hrs@ $12/hr	Accounts Payable	312.00
Bill	7/26/2010	Invoic...	Buckets of Blossoms	Invoice 349	Accounts Payable	1,316.67
Total Operations Crew						14,127.00
Total Contract Labor						14,127.00
TOTAL						**14,127.00**

Music / Entertainment	$13988.75
Advertising	$11966.07

Exhibit E - Letter from Andy Beerman –President HPCA

August 19, 2010

Tommy Youngblood
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Park Silly Sunday Market – Mid Season Review

Tommy:

The Historic Park City Alliance (HPCA) has taken into consideration the information submitted by the Park Silly Sunday Market (PSSM) and surveys conducted by our organization in drafting our review of the terms of the contract.

The HPCA e-mailed a short survey to all merchants after the first three weeks of the event. A total of 47 businesses responded. There was a good range of types of businesses as shown below. Of the respondents: 15 claimed increased sales, 15 claimed normal sales, and 13 claimed decreased sales compared to previous seasons.

	Number of Response(s)	**Response Ratio**
Retail	22	46.8%
Restaurant	16	34.0%
Bar	2	4.2%
Gallery	7	14.8%
Lodging	2	4.2%
Office	1	2.1%
Located in upper Historic Park City (HPC)	8	17.0%
Located in middle HPC (4th Street to Heber)	7	14.8%
Located in lower HPC (north of Heber)	9	19.1%
Other	0	0.0%
Total	47	100%

How did the first three weeks of the Park Silly Sunday Market effect your business?

	Number of Response(s)	**Response Ratio**
Major increase (up 25% or better)	4	8.5%
Business up	11	23.4%
Business normal	15	31.9%
Business down	9	19.1%
Badly affected (down 25% or worse)	4	8.5%
No Responses	4	8.5%

Total	47	100%

Overall comments include many mentioning that the vendor mix still competes with many of the merchants in the District. The Farmers Market location at the Post Office was mentioned as a positive change to the market, but many mention the need for further draws up the street to the Brew Pub Parking Lot.

Contract Section 2.4 – Expanded Location

Centennial Park was originally programmed with activities, which the HPCA supported. However, the activities at the location were moved by the third week back to the Summit Watch Plaza. The HPCA requests PSSM to look at moving those activities further up the street, perhaps to Miners Park.

Miners Park is scheduled this year with one activity at 11am and then music for the remainder of the day. While this has been looked at as additional programming, the HPCA is not seeing a large draw to Miners Park. The HPCA requests the PSSM look at additional or alternate programming for this area.

The Farmers Market location at the Post Office has been seen as a positive expansion of the Market. Many merchants have commented that they believe this has drawn more people up the Street which was a goal during the negotiation of the contract.

At this time, the HPCA does not support expansion of the market that would require additional street closures. While it could bring the crowd further up the street, it would mean additional vendors which continue to compete with the year-round businesses on the Street. The existing businesses remain important to the year-round vibrancy of the area and to discount their importance--or even the importance of 15 Sundays to their bottom line--is not fair.

Food and Jewelry Juries

Dave Ireland was a member of the food jury. From Dave's reports the process by which food vendors were chosen met the criteria outlined in the agreement. The total number of food vendors, limited to 14, was a point of confusion in the Spring when the HPCA was told that the PSSM was not automatically allowed 14, and the PSSM understood that they were with no additional qualifications. Further clarification is requested on this item.

Joanne Hall, with the Turquoise Door was placed on the jury for jewelry.

HPCA Access to Vendor Space

All 15 weeks for the HPCA free vendor space have been booked. The vendors who utilized the space, as of the time this report was written, expressed frustration in receiving information on the booth and their set-up time the Thursday before they were scheduled to participate.

PSSM Information Kiosk/Table

The PSSM utilizes the business maps of Main Street to show areas of their festival as well as merchants participating in "Silly Specials". With all the activity taking place on Lower Main it is difficult to see the kiosks, however the information is accurately shown.

HPCA/Right on Main Sponsorship and Media

Following the signing of the contract, PSSM and HPCA met to better leverage the sponsorship and coordination between the two organizations. It was decided that HPCA would be recognized as "Hosting" the PSSM. Both groups coordinated an interview on KPCW to highlight the two organizations working together.

Since that time Historic Main Street has appeared on the PSSM website and PSSM often references that their event is held on Historic Main Street. Other than those, the HPCA has not seen a significant cooperative marketing effort.

Jen Butler and Alison Butz canvassed merchants in the beginning of June to find those interested in participating in the "Silly Specials" each week. The Silly Specials are highlighted on the web page, e-blasts and map at the market. There are 26 participants either offering specials or holding sidewalk sales. Many of these participants feel the specials are drawing attention to their stores, but many are not seeing resulting sales. While the "Silly Specials" is a great idea, management and desire for merchants to change their specials every week is difficult.

The HPCA would like to see the e-mail open data and click-through data from the e-mails since the PSSM relies heavily on those e-mails for marketing the special promotions.

The HPCA understands that the City has requested the financial data, as outlined in the contract, from PSSM. The City has sent some financial data regarding the market operations; however, there was not sufficient data on the account of the funds spent on marketing. Since marketing is the largest component garnering the $40,000, the HPCA requests the ability to review the accounting information as well as receive an analysis from the City as to how they are evaluating this information.

Attendance Counts

While attendance counts were not spelled out within the agreement, the HPCA has concerns as to the methods used to calculate the number of people coming to the market. The City has explained that they are counting vehicles in China Bridge and determining the attendance from those counts and well as other counts. The HPCA requests the data be compared to comparable days when no market exists. We do not agree that *all* of the China Bridge parking should be attributed to the PSSM. The vehicles on Park Avenue are also added into this equation. It is our understanding that many of those vehicles belong to the vendors.

Other items to address

The HPCA discussed early on their concerns with PSSM regarding the barrier across Heber Avenue and how it appears to restrict foot traffic. The HPCA understands the need to manage people crossing the intersection, but has requested an alternate (more open) design.

September 26th Expansion

As stated above, the HPCA is supportive of expanding programming for the market, but is not supportive of extending the closure of Main Street. We have spoken with PSSM regarding their idea of placing carnival rides in the Brew Pub Parking Lot. The HPCA is supportive of this idea and would like to see Miners Park receive additional programming outside of music to continue to draw people further up the street.

Regards,

Andy Beerman
Historic Park City Alliance President

City Council
Staff Report

Subject: **Budgeting for Outcomes and Pay Plan Philosophy**
Author: **Bret Howser, Budget Officer**
Kim Leier, Human Resources Director
Department: **Budget, Debt, & Grants – Human Resources**
Date: **September 2, 2010**
Type of Item: **Informational**

Summary Recommendations:
Staff seeks to provide information regarding the upcoming Budgeting for Outcomes process as well as a future employee compensation philosophy discussion. Council may choose to provide direction regarding the approach on these items or require further information to be included in future discussions.

Topic/Description:
Budgeting for Outcomes and Pay Plan Philosophy

Background:
During the most recent budget process, much discussion was held concerning the long-term sustainability of City services and service levels. Staff identified a looming issue related to the property tax revenue stream, increased volatility in sales tax (both collections and state legislative amendments) and the lack of an inflationary component in property tax. The Budget Department prepared a detailed report which concluded that without a change of course, the City would not be able to provide the existing levels of service in the long run due primarily to the gradual loss of purchasing power in the property tax revenue stream over time. The report recommended a steady shift in the City's revenue mix toward property tax, which could be accomplished in part through biennial tax increases at roughly the rate of inflation. This strategy promoted stabilizing and aligning long term general fund revenues with long term projected expenditures, while preserving the conservative strategy of continuing to rely primarily on annual/short term sales tax surplus revenues for one time/short term capital project funding (CIP).

After much discussion and public input on the proposed property tax increase, Council directed staff to balance the FY 2011 budget with reductions to employee compensation (performance bonuses) and without a property tax increase and return in the fall with an expanded budget discussion, which would include a fairly rigorous prioritization process of all City services and capital initiatives as well as a discussion revisiting the City's philosophy toward employee compensation.

The presentations to be delivered on September 2 will initialize this expanded discussion and lay out the process and timeline that staff believes represents the most efficient way to thoroughly prioritize the City's services.

Analysis:

Budgeting For Outcomes

Historically, Park City has employed an *incremental* style of budgeting. In this format, the budget from the prior year is basically assumed to be appropriate and serves as a starting point, or *base* budget. Any changes, or increments, to the base budget (whether they be an addition to or subtraction from the budget) are captured in a "budget option" and described. Typically, these budget options are the focus of budget discussions in any given year.

Experts in public budgeting note that the positives of an incremental style of budgeting include its simplicity and ease of administration. For these reasons, the Government Finance Officers Association (GFOA) recommends this style of budgeting for an organization that is growing rapidly and operates in an environment of expanding revenue streams.

The primary drawback of incremental budgeting is the lack of in-depth review of existing programs and processes. It is not a process that stresses efficiency by squeezing existing programs. With the policy discussion focused on new programs, increased service levels, capital initiatives, etc, existing programs are effectively given priority regardless of whether they are more or less critical to achieving policy goals. For this reason, GFOA recommends that organizations in contraction mode should use an alternative budgeting methodology.

The "Best Practices in Budgeting" course presented by GFOA suggests that *Budgeting for Outcomes* (BFO) is ideal for an organization in Park City's position. BFO is a variation of zero-based budgeting which focuses on Council priorities and objectives as the driving factor for prioritization (as opposed to the default chronological prioritization in a base-budget).

BFO is a public budgeting process which seeks to imitate Request for Proposal (RFP) procedures. By creating Requests for Results (RFR's) and then receiving offers from departments (and potentially other possible service providers) decision-makers can make better-informed decisions regarding the prioritization and cost of City services and programs.

It is important to note that BFO done well is more than a one-time prioritization exercise. It is a new way of thinking about the expenditure of public funds. It is an ongoing methodology for linking Council objectives to the day-to-day activities of the City via the budget process. The attached BFO flowchart illustrates the tie-in between Council's policy decisions and staff implementation. This flowchart will be one of the primary communication tools in the kick-off discussion on September 2.

A timeline is also attached to this staff report which will be discussed in detail on the 2nd. Staff hopes to break the process into five phases. The first phase, preparation and information gathering, is already underway and should be completed by mid-

September. Phase II involves the creation of RFR's by staff with Council input and direction. Similar to RFP's, the RFR's will define the scope and expected results for each City service, program, or capital investment. The RFR's should be completed and sent to departments by October 8. In Phase III, departments will craft responses to the RFR's, or offers (similar to a bid in the RFP process). These offers will outline how the department intends to achieve the results described in the RFR, how those outcomes will be measured, and a breakdown of the cost, each at varying service levels. Departments should finish these offers by early November, at which point Phase IV, prioritization, gets under way. In this phase, Council is heavily involved. In a series of Council work sessions, staff will present recommended prioritizations of City programs by Council goal. Council will have the opportunity to evaluate all offers and adjust prioritization and levels of service. Benchmarking data will be introduced during this phase, and discussion will culminate in policy direction regarding City service prioritization, employee compensation philosophy, and revenue and taxation policy. Staff hopes to have this discussion completed by the end of Council Visioning so it will feed into the annual budget process, and all the direction received will return to Council for decision as part of the FY 2012 budget.

In order to facilitate this process, staff is preparing two teams. The first is a Technical Team comprised of analytically-minded personnel from throughout the organization who will help structure the process, prepare technical data, resolve technical issues, and help departments with costing programs and preparing offers. The second is a Results Team made up of representatives from each of the self-managed teams. This team will prepare the RFR's and perform initial recommended prioritization of offers.

Two other processes will run simultaneous to BFO and feed into the policy discussions. The first is process engineering. Staff has already been working to gain efficiencies through process engineering in services such as building permits. It is expected that process engineering will be an ongoing effort by City staff to constantly gain efficiencies throughout the organization. That said, the BFO process provides some natural opportunities, both for staff and Council, to identify and prioritize programs and services which are in need of re-engineering. Staff hopes to complete process engineering for many or all of these programs by the time the budget is presented to Council in May.

The second process running parallel to BFO is benchmarking, or comparing services with other communities. The City has in the past attempted to benchmark with the Colorado Association of Ski Towns (CAST) in an effort to generate better "apples-to-apples" comparisons than might be gained through comparisons with Utah cities or national comparisons. While enjoying some initial success generating financial benchmarks with CAST, City staff has been unsuccessful thus far progressing toward service indicator benchmarks. The recent recession has put the brakes on this effort as most of the cities and towns in CAST have been buckling down to deal with more immediate issues. Staff has a plan in place now to leverage existing International City Manager Association (ICMA) benchmarks to catalyze a renewed push toward benchmarking with CAST. The group would focus on measuring a few broad service indicators and then eventually measure more specific activities as sub-sets of the group agree to it. As CAST meets only quarterly, it is difficult to move swiftly with this group, but staff hopes to have ICMA data very soon and preliminary CAST data by Council Visioning.

Park City Pay Plan Philosophy

Park City's current pay plan is updated on a two-year cycle. In the first year (the "on-year" of the budget) positions are compared to the market using data from the Wasatch Compensation Group and some positions will change grades to get in line with the market. In the second year, all pay grades are increased 2% to keep up with the market. In the 2010-2011 budget biennium, the pay plan years were flipped due to the recession, with the cheaper 2% increase happening in the first year and market adjustments in the second. Typically, FY 2012 (the upcoming budget year) would be another market adjustment year, but staff is currently recommending that pay plan years stay permanently flipped. This means that the upcoming budget would not include recommendations for positions to increase pay grades. Instead the top of each pay grade would increase 2% across the board.

Staff believes that the market has not shifted enough to justify a second year in a row of benchmarking the pay plan. Also, the Utah League of Cities & Towns estimates an increase in average municipal compensation of 2.1% over the next year, which is in line with the current recommendation. Staff is hopeful that this course of action will provide the necessary time for Council to continue the policy discussion surrounding employee compensation philosophy without undue haste.

On September 2, 2010, staff will present a historical perspective of Park City's pay and pay philosophy beginning with the 1986 step and grade pay plan to the recommendations made in 1987 that dramatically changed pay ranges and moved our philosophy to a pay for performance system. Changes in methodology and philosophy through the 1990's will be presented. The 2002 comprehensive Compensation Philosophy and Compensation Technical review will be discussed and the change to a team based philosophy and pay structure will be presented. The recommendations stemming from the Compensation Philosophy and Compensation Technical review that continue to the present will be reviewed. Chronological changes to merit increases, employee performance evaluations, market surveys, tolerance levels, bonus structures, methodology and philosophy will be discussed.

The following is an abbreviated chronology of important policy milestones in the history of Park City's pay philosophy. An expanded and more detailed illustration of the pay plan's history and methodology will be presented during work session on September 2.

1986 – Step and Grade pay philosophy

- Not a performance based pay structure
- Salary ranges consisted of minimum, midpoint, & maximum
- Employees hired at minimum of salary range
- Salary increases defined by annual approval
- Salaries beyond midpoint were longevity based

- All Department Heads paid in the same Grade

1987 - The maximum of each grade range was eliminated and the midpoint became the "working level" or top salary for grade ranges

- Pay for Performance philosophy adopted
- Pay based on 75th percentile of market
- Lump Merit bonus program created
- Salary increases and bonus eligibility based on meets expectations performance evaluation

1991 Health cost sharing strategy implemented

1995 – Survey methodology changed from 75th percentile to average of top five midpoint

1995 – 2001 -Increases to working levels of non-exempt & exempt pay plan attempted to mirror market

- Salary increases and bonus eligibility based on meets expectations performance evaluation
- Department Head (Grade 9) risk merit pool of 12%
- City Manager had additional funds (merit pool) to make additional equity adjustments for exempt employees. Bonuses were as high as 20% in some cases.

1998 Pay Plan Revisions in Policies and Procedures

- Adopted language *"Should the Compensation Task Force disagree with the City Manager's final recommendation to the City Council, it will be permitted to the City Council with its recommendation"*
- Pay plan philosophy and strategy revisions adopted

2001 – 2006

- Salary increases and bonus eligibility based on meets expectations performance evaluation

2002 - Compensation philosophy and compensation technical review committees established

- Committees formed to determine if philosophy and it's associated processes were appropriate

2003 - Compensation philosophy and compensation technical review committee analysis and recommendations review

- Employee pay plan review committee & pay plan technical committee established
- Pay plan Process flow charts formalized & communicated

- Formal Internal equity process and forms established
- Pay plan philosophy language in Policies and Procedures changed to reflect market based pay.

2003 – Team Management vs. Department Head & traditional departmental hierarchy

- Teams begin 360 degree review process
- Development of team and leader competencies, values & employee engagement, individual & department development goals, job duties & standards measurements. (more discussion on team philosophy to occur in late September)

2004 - 12% Risk pool for Department Heads eliminated

- Department Heads moved to Grades determined by market data, no longer all paid in the same Grade as had been the case since 1984
- Bonuses for non-exempt employees held at 4%
- Bonuses for exempt employees held at 6%

2006 – Bonuses for both exempt and non-exempt employees set at 6%

2007 – Employees bonus eligibility based on exceeding expectations performance evaluation; Salary increase eligibility based on meeting Job Duties and Standards and market comparisons

2009 – Pay Plan years switched

- Increased employee cost for health and dental

2010 – 2009 pay plan adopted[1]

- Merit increases to salary held to 5% semiannually
- Lump merit bonuses decreased from 3% to 2% semiannually
- Merit increase to salary maximum of 5% semiannually adopted in Policies and Procedures

Ongoing: Staff continually reviews implementation strategies for a performance-based compensation system. We are currently looking at reducing workload impacts by doing comprehensive performance reviews once a year (instead of twice) and checking in with employees throughout the year.

Next Steps: Staff will present the history and detail of the City's pay philosophy on September 2, 2010. This is informational and will be followed up by a policy discussion in work session by Council in late September or early October. This discussion is expected to focus on current pay plan methodology and philosophy – primarily the relative position of Park City's compensation in the current market and how well the existing methodology accomplishes this policy.

[1] City Manager and Attorney removed; remain at existing ranges

Department Review:
Budget, Debt, & Grants, Human Resources, Legal, and the City Manager reviewed this report.

Alternatives:

A. Approve:
This item is informational. Council may provide direction for future discussion as needed.

B. Deny:

C. Modify:

D. Continue the Item:

E. Do Nothing:

Significant Impacts:
This item is informational. Council may provide direction for future discussion as needed.

Consequences of not taking the recommended action:
This item is informational.

Recommendation:
Staff seeks to provide information regarding the upcoming Budgeting for Outcomes process as well as a future employee compensation philosophy discussion. Council may choose to provide direction regarding the approach on these items or require further information to be included in future discussions.

Attachments:
A – BFO Flowchart
B – BFO Timeline

Budgeting for Outcomes (BFO) Flowchart

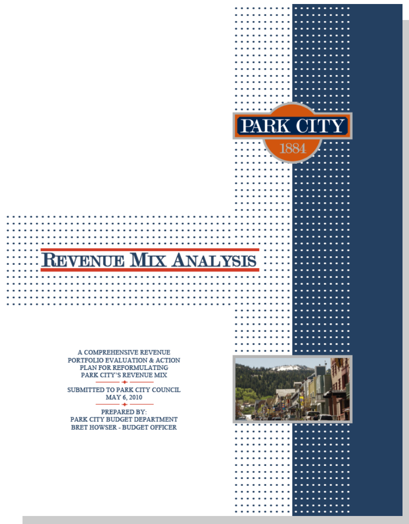
Community Vision

- Vibrant Arts and Culture
- World-class Skiing and Recreation
- Sense of community
- Natural Setting
- Small Town
- Historic Character
- Exceptional Resident Benefits

Council Goals 2010

- Preservation of Park City Character
- World Class Multi-Seasonal Resort Community
- Effective Transportation
- Quality & Quantity of Water
- Recreation, Open Space, & Trails
- Regional Collaboration & Partnership
- Open & Responsive Government to the Community

Revenue & Taxation Policy



Pay Plan Philosophy

Budget Process

Service Level Prioritization

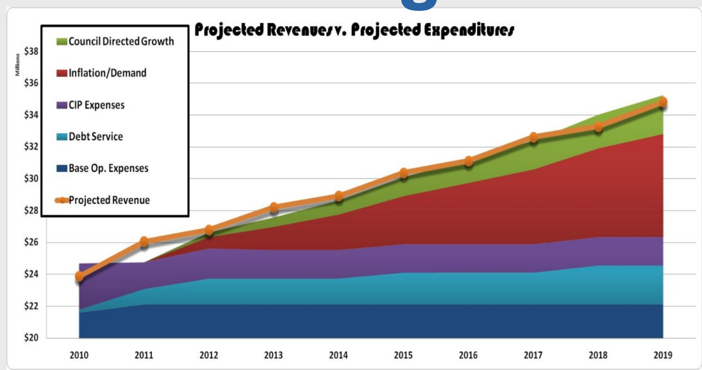
POLICY

IMPLEMENTATION

Goal: Preservation of Park City Character

			Outcome Level			
Impact	**Service**	**Provider**	**A**	**B**	**C**	**D**
High	Affordable Housing	Sustainability	$150,000	$100,000	$50,000	$25,000
High	Historic Preservation	Planning Dept	$100,000	$75,000	$50,000	$25,000
Moderate	Downtown Projects	Capital/Debt	$1,000,000	$500,000	$250,000	$100,000
Moderate	Trash & Recycling	PW/Sustainability	$250,000	$100,000	$50,000	$25,000
Moderate	Public Art	Executive	$100,000	$75,000	$50,000	$25,000
Low	Free Popcorn Day	Budget Dept	$2,000,000	$750,000	$250,000	$15,000

Financing Strategies



Offers

Service:
Historic Preservation
Outcome Level: B
Result(s):
Architectural compatability in Historic Districts
Measure(s):
(1) Biennial Public Opinion Survey
(2) Biennial 3rd Party Expert Assessment
Cost:

Personnel -	$60,000
Materials -	$15,000
Total	$75,000

Request for Results

Comparisons w/ other cities

Efficiencies - Process Engineering

Timelines

		Budgeting for Outcomes	Pay Plan Philosophy	Process Engineering	Benchmarking
August	15-21	Select Technical Team Introduce to Management Team		Ongoing Effort	ICMA - Join BM
	22-28	Technical Team Begin Work			CAST - Aspen
	29-4 CC	Present Plan to Council Results Team Selected	Present PP History to Council		Begin Work with CAST sub-group
September	5-11				
	12-18	Technical Team Finish Phase I			
	19-25 CC	Results Team Begin RFR's	Council PP Philosophy Discussion		
	26-2	Tech Team Prep for Phase II			
October	3-9	Results Team Finalize RFR's			Finalize data of sub-group
	10-16 CC	Begin Offer Preparation Check In w/ Council on RFR's		PE by Manager Request	
	17-23				Finalize CAST Presentation
	24-30	City Manager Reviews Initial Offers		PE by City Mgr Request	CAST - Avon Begin CAST BM's
	31-6	Departments Finalize Offers			
November	7-13	Results Team begins draft prioritization		PE by Results Team Request	
	14-20	Technical Team Initializes Phase III			
	21-27	Results Team finalizes draft prioritization			
	28-4 CC	Technical Team Finalizes Phase III 1st Prioritization Exercise w/ Council			
December	5-11			PE by Council Request	
	12-18 CC	2nd Prioritization Exercise w/ Council			
	19-25				
	26-1				
January	2-8 CC	Visioining: Rev/Tax Policy Discussion			
	9-15				
	16-22			Finalize Requested PE's	
	23-29			Prior to Budget Season	

City Council
Staff Report

Subject: **Construction Scheduling Discussion for Bonanza Drive Reconstruction Project**
Author: **Matthew Cassel, P.E., City Engineer**
Department: **Engineering**
Date: **September 2, 2010**
Type of Item: **Administrative**

Summary Recommendations:
This report is informational. The construction for Bonanza Drive is entering the last two months of this year's construction season and staff is contemplating adjustments to the construction methodology.

Background:
In January 2008, H. W. Lochner completed the Bonanza Drive Corridor and Pedestrianization Plan. City Council reviewed and approved this concept plan during their January 24, 2008 meeting. The design will include raised medians along a short section of Bonanza Drive (near the intersection of Kearns Boulevard), acceleration lanes at Prospector Avenue, "no left turn" restrictions, Bicycle lanes, northbound bus pull-out, trail connection including a pedestrian tunnel at the Iron Horse intersection, pedestrian crossing, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse and lengthened southbound left turn lane at Deer Valley Drive. As part of this work, the existing sewer line will be relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line will be relocated due to the pedestrian tunnel and a new transmission water line will be installed.

Because of the size of this project, it was decided early in the design process to break the project into two construction seasons. The first construction season included the installation of the transmission waterline from Deer Valley Drive to Kearns Boulevard and the reconstruction of Bonanza Drive from Deer Valley Drive to a point just north of Upper Iron Horse Drive. The second construction season will complete the utilities, construct the pedestrian tunnel and reconstruct the rest of Bonanza Drive and its associated facilities. The project was originally anticipated to be bid as one complete project in June of 2009.

In the spring of 2009, numerous issues still remained unresolved on the project and UDOT indicated they would not proceed with bidding until those issues are resolved. All of the unresolved issues pertain to the second season of construction. To keep the project moving forward, staff decided to split the project into two biddable phases. The first phase was all work associated with the first season of construction and the second phase is all work associated with the second season of construction.

Granite Construction contracted with the City to complete the first phase of construction. This work was completed in the fall of 2009. Granite Construction was also awarded the second phase of construction and is currently the contractor of record for the project.

Analysis:
Currently, the contractor is using a rolling road closure to excavate and backfill as they re-construct the road. The rolling road closures were used last year as part of the construction methodology with some success on Bonanza Drive. This year, the rolling road closure is causing numerous issues:

- long delays for those motorists driving through the corridor
- limited and constantly changing access to the adjacent businesses
- Inconsistent travel schedules.

These issues have been raised by local businesses as well as Granite Construction.

City staff met with the contractor on August 25 to identify possible adjustments to the current traffic plan that could eliminate the rolling road closure, identify specific access points for the businesses that could be consistently maintained for the duration of the project construction, and shorten the overall construction scheduled through extended work hours. Elements of the proposed Adjusted Traffic Plan are listed below:

1 Provide access to all the businesses near the Bonanza Drive and Prospector Avenue intersection from Bonanza Drive entering from Kearns Boulevard or Prospector Avenue (please see attached map).
2 Access to Rail Central would be provided by a designated access via Munchkin Road.
3 Contractor would be allowed to fully construct Bonanza Drive between just south of Munchkin Road to Iron Horse Drive and between just north of Munchkin Road to just south of the Prospector Avenue intersection. These sections of road would not be accessible for motorists use.
4 Near the end of September, the road construction for the Kearns Boulevard to Prospector Avenue would be completed. This work is anticipated to last for two weeks and the access to the businesses would be predominantly from Prospector Avenue during the contractors work hours,
5 The contractor would extend work hours to make full advantage of the adjusted traffic plan. Work hours would be extended into the evening hours, but would not be 24/7.
6 The closure of the Iron Horse/ Bonanza Drive intersection would remain as planned except its closure will not occur on September 7 as planned. Numerous utilities are still in need of relocation by the utility companies, which will delay the contractor's ability to start on the tunnel for approximately 3 weeks.

Benefits of the Plan

1. A safer construction zone would be developed. One that provides a clear separation from motorists using the corridor.

2. Anticipated completion of the road work from Kearns Boulevard to just north of Iron Horse Drive by end of September/first week of October instead of the current projected end of October.
3. Consistent access to the businesses along Bonanza Drive.
4. Access into and out of Upper Iron Horse Loop would be easier because cars would not be queued in front of their private drive.

Drawbacks to the Plan

1. Longer work hours by the contractor will increase noise and construction traffic later into the night but not later than 10 pm.
2. Full access along Bonanza Drive from Kearns Boulevard to Deer Valley Drive would not be available until the completion of the tunnel in early November.

The following steps are being taken to vet the proposed traffic plan

1. Contractor will develop a proposed traffic plan. This plan will be submitted to UDOT for approval,
2. The Public Involvement team will then contact each of the business owners along the corridor to determine their concerns and issues.
3. Enhanced public outreach including publishing the attached map highlighting access points, financial participation with the merchants in print advertising, PSAs on KPCW, relaxation of temporary sign permits in the corridor and other promotion/marketing efforts as possible.
4. City departments will be contacted to determine their issues and concerns,
5. Worksession with City Council on September 2 on the adjustments.
6. Depending on specific issues and concerns, provide direction to Granite Construction to commence with the proposed traffic plan on Tuesday, September 7 (the Tuesday following the Labor Day weekend).

Department Review:
This report has been reviewed by Building, Sustainability, Legal, and the City Manager's office. All issues have been resolved.

Recommendation:
This report is informational. The construction for Bonanza Drive is entering the last two months of this year's construction season and staff is contemplating adjustments to the construction methodology.

Exhibit A – Business Access Maps

BONANZA DRIVE IMPROVEMENTS

Road Closure Phase 1 Circulation Map

Road Closure (Month Day - Month Day)

Proposed Circulation

BONANZA DRIVE IMPROVEMENTS

Road Closure Phase 2 Circulation Map

PARK CITY 1884

UDOT udot.utah.gov

Road Closure (Month Day - Month Day)

Proposed Circulation

City Council
Staff Report

PARK CITY
1884

Sustainability

Author: Heinrich Deters
Subject: Back Country Trail Maintenance Professional Service Provider contract award
Date: September 2, 2010

Type of Item: Administrative - Award of Contract

Summary Recommendation –
Authorize The City Manager to enter into a service provider agreement with The Mountain Trails Foundation to perform annual back country trail maintenance.

Topic: Back Country Trail Maintenance Professional Service Provider contract.

Background:
In 2008 City Council approved a back country trail maintenance budget to provide a higher level of service to the Park City trails system. This budget provides funds for the general maintenance and upkeep of recreational trails within city limits and the Round Valley Open Space. Additionally, funds have been used to provide more sustainable trail options and signage.

Back country trail maintenance services are currently being provided by The Mountain Trails Foundation, through a professional service agreement. This agreement is renewed annually and has an annual limit of $9,900.

A Request for Proposal was advertised on July 14th and 17th, 2010 in the Park Record and July 12th and 13th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website.

Scope of the RFP included the following:

1. Provide basic trail maintenance including but not limited to; vegetation clearing, erosion control, tread and bench repair, signage, closure and regulation of trails as directed by Trails Coordinator.
2. Coordinate and meet regularly (approximately weekly) with the PCMC Trails Coordinator.
3. Assist with various trail related events that have been addressed through the Park City Events application process.
4. Coordinate and oversee various trail related volunteer opportunities.
5. Provide clear and precise pay requests for work related.
6. Coordinate with Summit Land Conservancy (SLC) and PCMC on work taking place within conservation Open Space managed by SLC.
7. Develop a maintenance plan.
8. Coordinate with Snyderville Basin Special Recreation District trail crew and trail project manager.
9. Provide, weekly, on going trail conditions update to the PCMC Trails Coordinator and report maintenance issues that may be considered by PCMC.

Analysis:
The Mountain Trails Foundation was the only organization that responded to the RFP.

A selection committee met to review the submittal. The committee included the following participants:
Heinrich Deters- Trails Coordinator
Matt Twombly – Parks/Project Manager
Tyler Poulson- Environmental Projects Coordinator

Selection of the organization was based on the following criteria:

1. Knowledge of the Park City trails system and Park City Trails Master Plan.
2. Experience in trails maintenance and equipment.
3. Inventory of tools and ability to oversee volunteer efforts.
4. Qualifications, including International Mountain Biking Association (IMBA) classroom hours and/or Professional Trail Builders Association (PTBA) member.

The selection committee met on July 30th, 2010 and determined that the Mountain Trails Foundation was qualified to perform the assigned tasks as set forth in the RFP.

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 execute the service provider agreement as attached: (Staff recommendation)**
B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of 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:
The current professional service agreement designates a term limit of three years which represents a change to the annual procurement of the trails maintenance. Additionally, the current contract amount has a limit of $9,900, while the proposed agreement would represent a limit of $16,000.

Procurement of a trail maintenance agreement provides a higher level of service as it pertains to the overall trail user experience and safety within the Park City trail system.

Staff Recommendations:
Authorize The City Manager to enter into a service provider agreement with Mountain Trails Foundation to provide backcountry trails maintenance.

Exhibits:
Exhibit A - Professional Services Provider Agreement

Exhibit A
Professional Service Contract for Trails Maintenance

This Agreement is made by and between PARK CITY MUNICIPAL CORPORATION (“City”) and MOUNTAIN TRAILS FOUNDATION (“Foundation”) to set forth the terms and conditions under which Foundation will make certain improvements to property owned or private property with public trail easements by City in Summit County, Utah.

WHEREAS, improved trails benefit the residents and visitors of Park City and Summit County; and

WHEREAS, one of the goals of the Foundation is to improve connections to, and the quality of, trails in Park City and Summit County, Utah; and

WHEREAS, Park City Municipal Corporation will not incur significant risk of liability for public recreational use of this property pursuant to Utah Code Ann. §§57-14-1 through 7; and

WHEREAS, the purposes of the property and trails, pursuant to any bond and covenant restrictions, are for recreation and the general enjoyment of the public; and

WHEREAS, the conservation and public trail easements which exists for City and private property allows for maintenance of trails for recreation use;

NOW THEREFORE, based upon the mutual agreements acting as consideration herein, the adequacy of which is hereby acknowledged, the City and Foundation agree as follows:

1. Property: This License shall be effective for the Property described as follows, and referenced herein as “Property”:

   The property shall consist of all City owned open space (see attached Exhibit A for map) and all public trail and access easements granted to the City. If there is any doubt to whether the Foundation is on City owned property or public easement, the Foundation shall request a copy of a map or plat that clearly identifies the property, and the City shall produce the map or plat prior to work on the property.

   See Attached Exhibit A for map.

2. Commencement Date: This License shall be valid upon the execution of the parties.

3. Term: The term of this License will terminate on June 30, 2013.The City or the Foundation may revoke this License, for any reason or no reason, at any time by one party providing to the other 14 days written notice of its intent to revoke.

4. Use of Property: The License granted herein permits the Foundation to use the Property for basic trail maintenance including but not limited to; vegetation clearing, erosion control, tread and bench repair, signage, closure and regulation of trails as directed by Trails Coordinator, coordination and guidance for various trail related volunteer opportunities and assistance with various trail related events that have been addressed through the Park City Events application

process. Such maintenance activity must have the written approval of the City's Trail Coordinator, or such other person as designated by the City through a work order. Nothing herein shall permit the Foundation to trespass on private property.

The Foundation shall comply with all applicable zoning, land-use, deeds and covenants and permitting requirements that may exist for the Property.

5. Work Order: All trail maintenance shall only be done with a written work order in the form as attached as Exhibit B.

   Equipment: The Foundation shall supply all necessary tools and equipment to perform the work.

6. Compensation: The City will pay the Foundation at the rate of $20 per hour per for the work coordinated and directed by the City's Trails Coordinator or designee for trail maintenance on trails. No compensation shall be paid to the Foundation for the trail markers, stickers and their installation for the "Adopt a Trails" identified trails on the Mountain Trails Foundation Trail Map. In addition, the City will not pay compensation for the first $1,000 annually of work done on any "Adopt a Trail".

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

   Insurance: The Foundation shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property and equipment, which may arise from or in connection with the performance of the work herein contemplated by this Agreement, by the Foundation, their agents, representatives, employees, volunteers or subcontractors.

The Foundation shall provide to the City a Certificate of Insurance evidencing the following:

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

b. General Liability insurance written on an occurrence basis with limits no less than one million dollars ($2,000,000) combined single limit per occurrence and two million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

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

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

e. Any sub-contractor hired by the Foundation, to perform the work contemplated by this Agreement, shall also comply fully and separately from the Foundation, with the insurance provisions outlined above.

9. Assignment/Sublease: This License may not be assigned without the City's prior written consent.

Entire Agreement: This agreement constitutes the entire and only agreement between the parties and it cannot be altered except by written instrument, signed by both parties.

DATED this 2nd day of September, 2010.

Work Order Form – Mountain Trails Foundation

Scope of Work Order:

Additional Materials Approved:

Estimated Hours:
Total Work Order Pay Requests:

Work Order Approvals: ________________________ ________________________
City Designee Foundation Designee

Date of Approval__________

Actual Labor Hours submitted for payment:

Pay Request Approvals: ________________________ ________________________
City Designee Foundation Designee

City Council Staff Report

Subject: Contract Agreement with Clean Harbor for Bonanza Drive Reconstruction Project
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: September 2, 2010
Type of Item: Administrative

Summary Recommendations:
The Council should authorize staff to execute a Contract Agreement with Clean Harbor for soil hauling and disposal services related to the reconstruction of Bonanza Drive in a not to exceed amount of $695,800 in a form approved by the City Attorney.

Topic/Description:
This Contract Agreement with Clean Harbor is for a changed condition as part of the reconstruction of Bonanza Drive. The changed condition is that Richardson's Flat is not accepting all of the projects excess soils so the soils will need to be hauled and disposed in Tooele, Utah. This contract agreement for $695,800 is only for the hauling and disposal of soils from the Bonanza Drive project to Clean Harbor

Background:
In January 2008, H. W. Lochner completed the Bonanza Drive Corridor and Pedestrianization Plan. City Council reviewed and approved this concept plan during their January 24, 2008 meeting. The design will include raised medians along a short section of Bonanza Drive (near the intersection of Kearns Boulevard), acceleration lanes at Prospector Avenue, "no left turn" restrictions, Bicycle lanes, northbound bus pull-out, trail connection including a pedestrian tunnel at the Iron Horse intersection, pedestrian crossing, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse and lengthened southbound left turn lane at Deer Valley Drive. As part of this work, the existing sewer line will be relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line will be relocated due to the pedestrian tunnel and a new transmission water line will be installed.

The waterline has been designed by Bowen Collins & Associates through their contract with the City's Water Department and incorporated into the construction plans. The sewer has also been designed by Bowen Collins and Associates in a separate contract with Snyderville Basin Water Reclamation District (SBWRD) and incorporated in the construction plans.

Because of the size of this project, it was decided early in the design process to break the project into two construction seasons. The first construction season included the installation of the transmission waterline from Deer Valley Drive to Kearns Boulevard and the reconstruction of Bonanza Drive from Deer Valley Drive to a point just north of Upper Iron Horse Drive. The second construction season will complete the utilities, construct the pedestrian tunnel and reconstruct the rest of Bonanza Drive and its associated facilities. The project was originally anticipated to be bid as one complete project in June of 2009.

In the spring of 2009, numerous issues still remained unresolved on the project and UDOT indicated they would not proceed with bidding until those issues are resolved. All of the unresolved issues pertain to the second season of construction. To keep the project moving forward, staff decided to split the project into two biddable phases. The first phase was all work associated with the first season of construction and the second phase is all work associated with the second season of construction.

This contract is with Granite Construction to provide construction services for the second phase of the Bonanza Drive reconstruction. Because federal money is included in this second phase, the UDOT process was required to be followed. The bidding process was conducted by UDOT. Advertisement of the project, issuing of addendums, receiving of the bids and evaluation of the bids was performed by UDOT staff.

The Council has approved funding for this project as follows:

Capital Project cp0097 (Bonanza Drive Reconstruction) initially contained $2,593,671 for the project and our Water Department will provide funding for the new transmission waterline. Additional monies in the amount of $1,072,616 have been encumbered through UDOT's Small Urban Funds Program and up to $1,894,000 can be allocated in the walkability bond. These additional monies will be used on the second phase of the project. SBWRD will also provide funding for the replacement of their sewer line. Design services, construction management services, Utility relocation and the actual construction are all included with the funding package for this project.

Analysis:
Bonanza Drive is within Park City's Soil Boundary. The current contract with Granite Construction Company is for disposal of the excess soil material at Richardson's Flat repository. Without access to the repository for all the excess soils, the soil material will need to be hauled to Tooele, Utah to be disposed. With an estimated 8,600 cubic yards of excess soil material to be removed from the Bonanza Drive Reconstruction project site and only 1,500 cubic yards allowed to be disposed in Richardson's Flat repository, the cost to haul and dispose the excess material is $49.00 per ton (approximately 2 tons per cubic yard of soil) for a total of $695,800. This amount reflects the maximum amount of excess soil to be disposed of at Clean Harbor's facility. Staff continues to evaluate other disposal options for this soil material. Clean Harbor repository is a sole source Subtitle C facility in the State of Utah. Our only other possibility for disposal is with Wasatch Regional but they are only a Subtitle D facility. To dispose at Wasatch Regional would require constant testing of the disposed soils and when test results show the material to be hazardous, they will then be required to be disposed at Clean Harbor. Without continuous testing of our excess soils, our safest option is to dispose directly at Clean Harbor.

It is possible that the City may be allowed to haul soils to Richardson Flat. If that occurs, the funds will be spent with Clean Harbors and will be available to meet EPA requirements.

City policy requires City Council approval for accumulated change orders more than 10% for contracts over $200,000. Additionally, the City policy states that new contracts over $20,000 require City Council approval. This contract with Clean Harbor is an new contract but is also a change to the project itself and requires City Council approval. This Contract Agreement with Clean Harbor would increase the total contract amount of the project from $4,169,311 to $4,865,111 (16.7% increase).

Department Review:
This report has been reviewed by Building, Sustainability, Legal, and the City Manager's office. All issues have been resolved.

Alternatives:

A. Approve the Request:
Approve this Contract Agreement with Clean Harbor in the amount not to exceed $695,800. This is the staff's recommendation.

B. Deny the Request:
With no place to store or dispose of the excess soil, it would be nearly impossible to complete the pedestrian tunnel construction during the 2010 construction season.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would probably impact the contractor's ability to complete the Bonanza Drive construction this season.

D. Do Nothing:
This option would make it impossible to complete the Bonanza Drive construction in a timely manner.

Significant Impacts:
This contract agreement will have a significant impact on the budget for the project. The original contract was for $4,169,311 and this contract agreement is for $695,800, which is 16.6% of the original contract amount. Because the bid by Granite Construction was significantly below estimates, the funds originally allocated for this project may be sufficient to absorb this increase in cost. The cost for the soil disposal would be shared between the sewer, water, walkability and road funds because all these activities generated portions of the excess soils.

Consequences of not taking the recommended action:
Bonanza Drive is an important and critical commuter link for the City. Not approving this Contract Agreement would delay completing the necessary improvements along this corridor.

Recommendation:
The Council should authorize staff to execute a Contract Agreement with Clean Harbor for soil hauling and disposal services related to the reconstruction of Bonanza Drive in a not to exceed amount of $695,800 in a form approved by the City Attorney.

Exhibit A – Clean Harbor Contract Agreement

CleanHarbors

Clean Harbors Environmental Services, Inc.
2150 North 470 East
Tooele, UT 84074
www.cleanharbors.com

To WTP
Soils

May 28, 2010

Jeff Schoenbacher
Environmental Coordinator
City of Park City, Utah
445 Marsac Avenue
Park City, UT 84060

Quote #1027964

Dear Mr. Schoenbacher:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Chuck O Lawrence
Account Manager

"People and Technology Creating a Better Environment"

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Pricing based on 20,000 tons of Bevill Exempt waste for direct disposal into a RCRA Subtitle C landfill.

State of Utah Fees of $2.50 per ton for disposal of Non RCRA waste via Direct Disposal.

Truck Liners will only be invoiced if requested or required.

Per load billing minimum reflects method of transportation which is "truck & pup trailer arrangement".

May 28, 2010
Clean Harbors, Quote #1027964

TRANSPORTATION AND DISPOSAL

DISPOSAL

Profile / Waste Code	Waste Description	Price / UOM
CH439755B / CNO	BEVILL EXEMPT MINING OVERBURDEN SOILS	$46.50 / ton*

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CH439755B / CNO	load	$1,395.00

TRANSPORTATION

Destination Facility	Vehicle Type	Unit Rate	Unit of Measure
Grassy Mountain, UT Facility	Dump Trailer with Operator	N/A	N/A

Transportation price is included in the disposal price.

(1) A demurrage charge of $100.00 per hour will apply for each hour in excess of 1 hour(s).

ACCESSORIALS

Bin Top Stabilization	$261.00 Each
Washout of Rolloff, Intermodal or Dump Trailer	$256.00 Each
Dump Trailer Poly Liner	$40.00 Each

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNO	**Non Hazardous Solid** Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL

"People and Technology Creating a Better Environment"

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Clean Harbors' standard credit terms are net 30 days.
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A fixed Recovery Fee of 5% will be applied to the total invoice.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 48 hours of scheduling may be subject to cancellation charges.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

City Council Staff Report

Subject: Contract Agreement with Clean Harbor for SR-248 Pedestrian Tunnel Project
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: September 2, 2010
Type of Item: Administrative

Summary Recommendations:
The Council should authorize staff to execute a Contract Agreement with Clean Harbor for soil hauling and disposal services related to the construction of the SR-248 Pedestrian Tunnel in a not to exceed amount of $245,000 in a form approved by the City Attorney.

Topic/Description:
This Contract Agreement with Clean Harbor is for a changed condition as part of the construction of the SR-248 and Comstock Pedestrian Tunnel. The changed condition is that Richardson's Flat is not accepting all of the projects excess soils so the soils will need to be hauled and disposed in Tooele, Utah. The $245,000 is only for the hauling and disposal of soils from the Comstock Tunnel project to Clean Harbor.

Background:
A trail master plan update and walkable/bikeable neighborhood study was prepared by Landmark Design for Park City and completed in early 2007. The purpose of the study was to provide planning and design guidance to improve walking and biking in urban Park City with the intent to establish a clear and detailed list of projects to improve safety, connectivity and efficiency. From the study, a safe passage across SR-248 was ranked as an essential project. A 15 million dollar "walkability bond" was passed by the public in 2007. City Council subsequently allocated funding during the 2008 budget to this project, based on recommendation of the public WALC committee.

The pedestrian tunnel crossing SR-248 is to be located immediately east of Comstock Drive. The project includes the tunnel, stairways to the tunnel, social engineering to encourage pedestrians to use the tunnel, and lighting and ramps to meet ADA requirements. Improvements also include the relocation/modification of an existing sewer, modifications to the storm drain system, design of retaining walls to meet grades on the stairways, ADA ramps and the coordination with dry utility companies for protection, upgrade or replacement of their facilities. Heating of the stairs and video cameras will also be incorporated into the project. Because the pedestrian tunnel crosses UDOT right-of-way, coordination with UDOT and obtaining their approval was imperative.

UDOT has been involved with this project since its inception in the walkable/bikeable neighborhood study completed in 2007. UDOT has worked with our design team and is ready to issue a permit to allow the construction to occur.

The funding for this project will be provided from Walkability Improvement Bond funds. The total budget for the design and construction is $3,050,000 plus an additional $72,000 for the social engineering efforts for a total project budget of $3,122,000. After this design and construction management contract, $2,835,899 still remains for the actual construction of the pedestrian tunnel.

Analysis:
The area where the tunnel is to be installed is within Park City's Soil Boundary. The current contract with Bowen Construction Company is for disposal of the excess soil material at Richardson's Flat repository. Without access to the repository for all the excess soils, the soil material will need to be hauled to Tooele, Utah to be disposed. With an estimated 5,500 cubic yards of excess soil material to be removed from the Comstock pedestrian tunnel project site and only 3,000 cubic yards allowed to be disposed in Richardson's Flat repository, the cost to haul and dispose the excess material is $49.00 per ton (approximately 2 tons per cubic yard of soil) for a total of $245,000. This amount reflects the maximum amount of excess soil to be disposed of at Clean Harbor's facility. Staff continues to evaluate other disposal options namely retaining portions of the excess soil on site and utilizing it in the final grading. Clean Harbor repository is a sole source Subtitle C facility in the State of Utah. Our only other possibility for disposal is with Wasatch Regional but they are only a Subtitle D facility. To dispose at Wasatch Regional would require constant testing of the disposed soils and when test results show the material to be hazardous, they will then be required to be disposed at Clean Harbor. Without continuous testing of our excess soils, our safest option is to dispose directly at Clean Harbor.

It is possible that the City may be allowed to haul soils to Richardson Flat. If that occurs, the funds will be spent with Clean Harbors and will be available to meet EPA requirements.

City policy requires City Council approval for accumulated project change orders more than 10% for contracts over $200,000. Additionally, the City policy states that new contracts over $20,000 require City Council approval. This contract with Clean Harbor is an new contract but is also a change to the project itself and requires City Council approval. This Contract Agreement would increase the total contract amount of the project from $1,051,509 to $1,296,509 (23.3% increase).

Department Review:
This report has been reviewed by Building, Sustainability, Legal, and the City Manager's office. All issues have been resolved.

Alternatives:

A. Approve the Request:
Approve this Contract Agreement with Clean Harbor in the amount not to exceed $245,000. This is the staff's recommendation.

B. Deny the Request:
With no place to store or dispose of the excess soil, it would be nearly impossible to complete the pedestrian tunnel construction during the 2010 construction season.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would probably impact the contractor's ability to complete the pedestrian tunnel construction this season.

D. Do Nothing:
This option would make it impossible to complete the pedestrian tunnel construction in a timely manner.

Significant Impacts:
This contract agreement will have a significant impact on the budget for the project. The original contract was for $1,051,509 and this contract agreement is for a not to exceed amount of $245,000, which is 23.3% of the original contract amount. The funds originally allocated for this project are sufficient to absorb this increase in cost.

Consequences of not taking the recommended action:
The pedestrian tunnel across SR-248 is a high priority project as determined in the 2007 walkability/bikeable neighborhood study. Not approving this Contract Agreement would delay these necessary facilities.

Recommendation:
The Council should authorize staff to execute a Contract Agreement with Clean Harbor for soil hauling and disposal services related to the construction of the SR-248 Pedestrian Tunnel in a not to exceed amount of $245,000 in a form approved by the City Attorney.

Exhibit A – Clean Harbor Contract Agreement

CleanHarbors

Clean Harbors Environmental Services, Inc.
2150 North 470 East
Tooele, UT 84074
www.cleanharbors.com

To WTP
Soils

May 28, 2010

Jeff Schoenbacher
Environmental Coordinator
City of Park City, Utah
445 Marsac Avenue
Park City, UT 84060

Quote #1027964

Dear Mr. Schoenbacher:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Chuck O Lawrence
Account Manager

"People and Technology Creating a Better Environment"

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Pricing based on 20,000 tons of Bevill Exempt waste for direct disposal into a RCRA Subtitle C landfill.

State of Utah Fees of $2.50 per ton for disposal of Non RCRA waste via Direct Disposal.

Truck Liners will only be invoiced if requested or required.

Per load billing minimum reflects method of transportation which is "truck & pup trailer arrangement".

TRANSPORTATION AND DISPOSAL

DISPOSAL

Profile / Waste Code	Waste Description	Price / UOM
CH439755B / CNO	BEVILL EXEMPT MINING OVERBURDEN SOILS	$46.50 / ton*

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CH439755B / CNO	load	$1,395.00

TRANSPORTATION

Destination Facility	Vehicle Type	Unit Rate	Unit of Measure
Grassy Mountain, UT Facility	Dump Trailer with Operator	N/A	N/A

Transportation price is included in the disposal price.

(1) A demurrage charge of $100.00 per hour will apply for each hour in excess of 1 hour(s).

ACCESSORIALS

Bin Top Stabilization	$261.00 Each
Washout of Rolloff, Intermodal or Dump Trailer	$256.00 Each
Dump Trailer Poly Liner	$40.00 Each

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNO	**Non Hazardous Solid** Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Clean Harbors' standard credit terms are net 30 days.
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A fixed Recovery Fee of 5% will be applied to the total invoice.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 48 hours of scheduling may be subject to cancellation charges.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

City Council Staff Report

Subject: Letter of Intent with Energy Dynamics Lab
Author: Tyler Poulson and Kent Cashel
Department: Sustainability and Transit
Date: September 2, 2010
Type of Item: Administrative

Summary Recommendation:
Staff recommends that City Council review the attached Letter of Intent (Exhibit A) between Park City Municipal and Energy Dynamics Lab and direct the City Manager to sign this document on behalf of the City.

Background:
On August 26th, Staff presented City Council with background and research on a demonstration project which was proposed by Energy Dynamics Lab (EDL). City Council directed staff to pursue the project which involves equipping a City trolley to be all-electric and may include the donation of additional electric vehicles for the City's fleet. The demonstration project also requires installing infrastructure to wirelessly transmit electricity to the trolley on its route using Inductive Power Transfer Technology (IPTT). The project will require staff time as estimated in Exhibit B. In addition to staff time, Council agreed to commit $140,000 to help finance the start-up project and pay costs towards a project manager for one year. The project manager would be part of EDL staff, but act as a liaison that would report to the City and mitigate some staff time impacts.

Department Review:
The City Manager and staff from Transit, Environmental Sustainability, and Legal have reviewed this Staff Report and their comments have been included.

Significant Impacts:
Park City Municipal will partner with Energy Dynamics Lab to design, promote, and launch an IPTT demonstration project using the City's trolley. The project will be high profile and include an inherent sense of urgency. Staff support will be required from various departments during the project. Transit, in particular, will be impacted and it's anticipated that this demonstration project will delay certain initiatives. Some of these initiatives, as identified in the August 26th Staff Report, include the Park City to Salt Lake City service study, the Short Range Transit Development Plan, Transit Real Time Information project GPS\AVL, and Fleet procurement.

Upon entering into the Letter of Intent, the City will commit up to $140,000 to the project contingent upon agreement on terms and allocation of costs as provided in the LOI. The intent is for EDL to raise all additional project costs through partnerships, including with commercial entities, but staff is unable to definitively state whether this will occur.

Exhibits (Included):
Exhibit A – Energy Dynamics Lab and Park City Municipal Letter of Intent

Exhibit B – August 26, 2010 Staff Report on IPTT Demonstration Project and EDL Partnership with Park City

Energy Dynamics Lab and Park City IPT Demonstration Project

Letter of Intent

This non-binding Letter of Intent ("LOI") outlines the expectations and understandings of Energy Dynamics Laboratory (EDL) and Park City as they begin to form a partnership for the development efforts of a Phase I Demonstration of wireless charging of electric vehicles using Inductive Power Transfer Technology (IPTT).

Summary

1. EDL, a division of Utah State University Research Foundation, has partnered with world class academic, research and technology organizations and is a global leader in developing IPTT;
2. EDL has invested in and assembled a team of scientists, engineers, business development specialists and administrative personnel to design and execute IPT demonstrations.
3. EDL has defined a three Phase Demonstration program to introduce this technology to markets, investors, manufacturers and consumers on a national and global basis;
4. EDL and Park City share a common interest in promoting IPT technology to reduce the use of petroleum, increase energy independence and decrease greenhouse gas emissions and pollution;
5. EDL and Park City wish to partner on the successful deployment of the first public demonstration of this technology in the United States.

Definitions:

"Development Efforts" mean activities that Energy Dynamics Laboratory (EDL), will engage in during the next 6-12 months to promote the public demonstration of IPTT. Such activities shall include: strategic partnership identification, grant proposal writing to state and federal agencies, public relations and marketing, technical development activities, fundraising for demonstration projects, and positioning of the demonstration project.

"IPTT" means Inductive Power Transfer Technology which is a technology that transfers energy wirelessly over an air gap and will be used in this demonstration specifically for electric vehicle charging systems.

"Partnership" means the collaborative efforts between Park City and EDL that include the Phase I Demonstration Project, and the related activities.

"Phase I Demonstration" means the first US demonstration projects of IPTT, one of which will be conducted by Park City and EDL, the specifics of which will be determined and defined through this partnership.

Terms:

1. EDL will commit additional resources (from those identified in Summary #2 above) including in-kind contributions of personnel and work hours, university research and direct financial contributions. These amounts will be determined as the project moves forward.
2. Park City will commit resources which may include in-kind contributions of personnel work hours, media relations and direct financial contributions. Park City will commit up to $140,000 in direct monetary contributions for project costs and to cover 50% of the cost for a project manager that

will report to the City, but be a part of EDL staff. The commitment of up to $140,000 is contingent upon agreement on terms and allocation of costs as provided in the LOI.

3. EDL will lead the development effort and take responsibility for overall project design and delivery with the support and direction of Park City and other partners.
4. Park City will commit to leverage their status and brand to achieve maximum global media attention. This includes media exposure and announcements at such events as the Sundance Film Festival, the Park City Arts Festival and other appropriate venues, provided all such public relations are consistent with any applicable contracts including but not limited to the Sundance Film Festival Master License Agreement, the U.S.O.C. Olympic Marks License Agreement and Park City Arts Festival Master Festival Agreement.
5. EDL and Park City will share jointly in the technological assessment of the project and in the determination of the size and scope of the demonstration.
6. EDL and Park City will share jointly in the development of partnerships with local, state, national and/or global entities that will provide public relations, industrial, political and/or financial support.
7. EDL and Park City agree to work together to examine and execute this project in a timely manner with the following timelines serving as guidance.
    a. September 2010: Determine feasibility and define scope and scale of project, and make public announcement of the Partnership
    b. September-January 2011: Develop secondary partners, design PR campaign, assess technological requirements and define budget expectations
    c. February 2011: First Public Announcement for launch of the Phase I Demonstration
    d. March-November 2011: Bus Retrofit, In-road Construction, NEV Retrofits, and Engineering
    e. December 2011: Trolley fully operational
8. For all funds acquired and/or contributed, the Parties will agree in advance for a formula on how such funds will be used and how value will be assigned to each party.
9. EDL and Park City will conduct the project in compliance with all applicable FTA, UDOT and any other federal or state grant/funding requirements.

IN WITNESS WHEREOF this non-binding Letter of Intent has been executed by the following individuals and will remain effective until December 2011 at which point it can be reviewed and considered for revision and/or renewal:

SIGNED BY ________________________________ [print name]

For and on behalf of the Utah State Research Foundation

____ [signature]

DATE: ____________________

SIGNED BY ________________________________ [print name]

For and on behalf of the city of Park City, Utah

____ [signature]

DATE: ____________________

City Council Staff Report

Subject: IPTT Project and Energy Dynamics Lab Partnership
Author: Kent Cashel, Diane Foster & Tyler Poulson
Department: Transit & Sustainability
Date: August 26, 2010
Type of Item: Informational / Administrative

Summary Recommendations:
Staff recommends that City Council review details of a potential partnership with Energy Dynamics Lab (EDL), and related policy questions, and provide direction on whether to pursue the described demonstration project with EDL. This project is not closely aligned with existing Council objectives and previous direction and allocating funding at this time would be inconsistent with the City's standard budget policy. As such, staff is not recommending that City Council pursue this project unless accompanying policy direction is provided to encourage this project. Council direction on this IPTT project will help define a policy framework for assessing similar partnerships and demonstration projects going forward.

Topic/Description:
The Energy Dynamics Lab, a nonprofit research corporation owned by Utah State University (USU), is pursuing deployment of a new electric vehicle technology. The Wireless Advanced Vehicle Electrification (WAVE) project will feature Inductive Power Transfer Technology (IPTT) to wirelessly transmit electricity from sub-surface charging stations directly to a vehicle. Stationary and in-motion IPTT charging of electric vehicles is already occurring for demonstration projects in Italy, South Korea, and New Zealand. EDL is seeking partnerships with a few entities, including Park City Municipal Corporation, for the first U.S. demonstrations of IPTT.

The EDL proposed project would involve equipping a Park City trolley with electric vehicle components and enabling wireless charging via IPTT. The project would also entail construction required to install sub-surface charging stations along the trolley route in addition to the infrastructure required to transmit electricity from the grid. The project scope could be broadened to include other demonstration vehicles to run via IPTT, including electric fleet vehicles for City staff. However, should Council want to pursue this demonstration project, staff does not recommend expanding the initial scope to other bus routes.

This Staff Report will provide an overview of the technology and partnership opportunity and present anticipated staff time and financial resource commitments required from the City in order to partner with EDL on this project. Additionally, policy-related questions will be introduced for Council consideration.

Background:
EDL recently partnered with the USU Business School to publish a renewable energy feasibility study for the City ("Renewable Energy: A Path Forward for Park City"). Building off this relationship, EDL staff approached the Mayor and staff from Transit and Environmental Sustainability in July with the opportunity to be a demonstration site for wirelessly charged electric vehicles as part of their WAVE project. Park City was selected by EDL for a variety of reasons including our City's broad commitment to pursuing environmental sustainability and the potential significant exposure for the project due to Park City's status as a global tourism and events destination.

Since initially being approached by EDL, staff has been providing information and technical support to help assess Park City and its trolley line for an IPTT demonstration project. An attempt has been made to acquire the best information available in a short time span to help inform City Council for its decisions related to this project. Despite best efforts from staff, some specifics will remain undefined in the near term and a certain level of ambiguity will still be present when Council provides direction. The Analysis section aims to disclose these areas of uncertainty, along with the known project variables, so risks and benefits can be assessed while making informed decisions.

Analysis:
The Analysis section is broken into five primary components:

1. Policy Questions Related to the Partnership

2. Staff Time and Financial Resources for the IPTT Project

3. Council Priorities for Transit and Environmental Sustainability

4. Technical Details of the WAVE Project and IPTT Demonstration

5. Overview of the Risks and Potential Benefits with an IPTT Project in Park City

<u>Policy Questions Related to the Partnership</u>
On a policy level, there are a variety of key questions related to the IPTT project and partnership with EDL. In general, one primary question is: **How does Council want to assess opportunities to participate in demonstration projects?** Historically, Council has expressed an interest in demonstration projects as long as there are clearly defined direct net benefits to the City. The topic of evaluating and integrating new fuel technologies into the City's fleet was an agenda item at Council's 2009 Visioning Session. At that time, Council provided direction to delay the pursuit of any given technology until the City had developed and adopted a comprehensive fuel strategy. This fuel strategy is scheduled for development and adoption as part of the next update of the City's Short Range Transit Development Plan (scheduled to occur from January 2011 through June 2011).

Staff is requesting that Council clarify its policy direction regarding new fuel technologies. This direction will be used as general guidance for staff to consider when analyzing any future demonstration projects that may be proposed.

In addition to the above, there are four policy questions related more specifically to a partnership with EDL on the IPTT demonstration project:

1. **Does Council want to partner with a University and, more specifically, an Energy Laboratory?**

2. **Does Council want to dedicate staff time to this type of partnership?**

3. **Does Council want to dedicate $100,000 upfront ($140,000 w/Project Manager costs), with potential for future contributions, to this type of partnership?**

4. **Does Council want to enter into a partnership where corporate sponsors may have a prominent role?**

This Staff Report will provide background on the financial and staff time considerations (questions #2 & #3) by using the best information available at this time. The primary policy question relating more broadly to demonstration projects, along with questions #1 & #4 above, aren't necessarily project-specific and require a more general assessment by Council.

Council should also note that allocating funding at this time would be inconsistent with City's standard budgeting policies. Chapter 1, Part B of the current Budget Policy reads:

> All requests for increased funding or enhanced levels of service should be considered together during the budget process, rather than in isolation. A request relating to programs or practices which are considered every other year (i.e., the City Pay Plan) should be considered in its appropriate year as well. According to state statute, the budget officer (City Manager) shall prepare and file a proposed budget with the City Council by the first scheduled council meeting in May.

A draft Letter of Intent (LOI) related to the IPTT demonstration project has been included as Exhibit A in this Staff Report. This non-binding LOI contains background on the proposed project and general guidelines for how a partnership between PCMC and EDL would be structured. If Council is interested in pursuing this project, staff recommends Council authorize the City Manager to sign the LOI, in its current or similar form, to confirm a formal indication of interest.

<u>Staff Time and Financial Resources for the IPTT Project</u>
EDL has mobilized a team of scientists, engineers, business development specialists, and administrative personnel to design and execute IPTT demonstrations to quickly advance the WAVE project. Additionally, partnerships have been forged with various other academic and research institutions to share resources and advance deployment of an IPTT demonstration project. EDL intends to take the lead as project manager on any major tasks associated with rolling out an IPTT project in Park City. Despite a robust commitment of time and resources from EDL, City staff will still be needed to provide information and partner with EDL on various tasks. It's difficult to assess the exact time commitments required from the City, but EDL has confirmed their willingness to take a leading role on these tasks and tailor City involvement, where possible, to conform to staff availability. The below major task areas have been identified for an IPTT demonstration project in Park City:

- ✓ **Financial Support & Partnership Acquisition**
  - Direct Contributions from PCMC & EDL
  - Grant Applications and Other Modes of Partnership Acquisition
    - Resources Committed by Public Entities

- Resources Committed by Private Entities

- ✓ **Project Design & Engineering**
  - Trolley Retrofit
  - Road Construction
  - Electric Grid Interface

- ✓ **Operations & Maintenance (O&M)**
  - O&M for the Electric Trolley
  - O&M for the Charging Stations and Other Related Infrastructure

- ✓ **Regulatory Applications and Approvals**

- ✓ **Marketing & Public Relations**

Time is of the essence for EDL on this project since the laboratory has a goal of making this the first in-motion IPTT demonstration project for public transit in the U.S. This urgency means that most demands on staff time to launch the project will likely last 12-18 months. However, these demands will be accompanied with a heightened level of criticality to ensure the project moves forward at an acceptable pace. In order to provide adequate support on the project, and maintain an internal liaison for critical touch points, staff is recommending that an FTE be hired as project manager if Council wishes to proceed with this IPTT demonstration. The project manager would be hired as an EDL employee, but their primary role would be as a two-way liaison that reports to the City and mitigates impacts on internal staff time. The estimated $80,000 cost for a project manager would be split evenly between EDL and Park City. This $40,000 expense is anticipated to be a one-time cost and would be a financial commitment above and beyond the $100,000 direct project investment and raise the initial financial investment to $140,000 for the City. Staff has confirmed that there is currently room in the Transit fund for this upfront expense. However, unforeseen, additional expenditures for Transit could be considered as part of the City's future budgeting processes. In addition to matching the $40,000 expense for a project manager, EDL will contribute an additional $100,000 directly to an IPTT demonstration in Park City if City Council chooses to pursue this project.

Even with the potential addition of a project manager, staff anticipates that time will be required of both Transit and Fleet Maintenance staff. This time will be needed to ensure that:

1. The demonstration trolley meets operational requirements;
2. Operators are trained in the use of the new equipment;
3. Fleet maintenance procedures and schedules are developed; and
4. Staff are trained in maintenance procedures.

Based upon experience in procuring and implementing new equipment into the City's fleet, staff estimates this time requirement as follows:

Transit \ Transportation Manager	208 Hours
Transit Admin Team Leader	520 Hours
Fleet Admin Team Leader	260 Hours
Fleet Operations Team Leader	260 Hours
	1248 Hours (0.6 FTE)

Time and input will also be required from various other City departments including Sustainability and Engineering. It is difficult to forecast an estimate of hours for these teams due to the nature of this opportunity as a demonstration project and the value a project manager may provide, however, we would anticipate this project would require 8-12% of the Environmental Sustainability Coordinator's time. EDL has committed to limiting impacts on departments outside of Transit by heavily leveraging their internal project staff for research and project initiatives.

Regarding financial support, it is the intention of EDL to raise funds for the full project cost beyond the $100,000 initial direct investment from the City, PCMC staff time contributions, and the split $80,000 cost for a project manager. From this perspective, the ideal situation is that the project is successfully launched without any future, unforeseen financial contributions from the City. PCMC can choose not to accept any liability beyond the initial $100,000 ($140,000 with a project manager). Furthermore, any future funding needs can be assessed on a case-by-case basis if they do happen arise. The worst case scenario for the initial investment is that the project isn't successfully launched (see technical details for a partial assessment of this risk) and the $140,000 PCMC commits is expended during the pre-development phase. Additionally, there are risks related to staff time utilized and material risks of the project such as road construction and retrofit of a trolley.

To put a $140,000 commitment in perspective versus fleet fuel operational costs, the City expended an average of $962,380 annually from 2007 – 2009 on fleet fuel costs ($10,534 was spent in 2009 on fuel for the trolley). Price volatility for gasoline and biodiesel blends contributed annual fluctuations of up to $357,000 for a fixed quantity of fuel during this same time period. The electricity sector experienced significantly less price volatility during this time window and the trend of smaller price fluctuations, relative to fleet fuel expenses, spans over at least the last decade according to the Energy Information Administration.

In conclusion, despite best efforts some ambiguity remains regarding the exact staff time and financial commitments required from the City. It is staff's opinion that this lack of clarity is an inherent risk component of pursuing certain demonstration projects. Certainty on many aspects of this project will likely only arise after a LOI is agreed to and both parties embark upon partnership acquisition, grants and financing activities, and additional next steps.

Council Priorities for Transit and Environmental Sustainability

Partnering with EDL on an IPTT demonstration project is expected to have an impact on staff resources. EDL has committed to taking a leadership role on each of the major task areas in an attempt to mitigate impacts on staff time while also covering half the $80,000 anticipated cost of a project manager. Despite this, staff time impacts will occur since various tasks will require the experience, skill sets, and managing of pre-existing relationships by City staff.

Hiring a project manager to be the City's liaison for many aspects of project design and launch would reduce staff time needs for the project and mitigate impacts on other Council priorities. If the partnership is pursued and a project manager isn't added to staff, then the some existing objectives will have to be delayed to attend to demands of the project. From an environmental perspective, some small-scale initiatives in addition to pursuing the recently approved Council Objective 1.4 may need to be delayed:

> Objective 1.4: Address City Council's municipal and community carbon emissions objectives, as well as air quality goals, by identifying economically viable methods for lowering the carbon intensity of local electricity sources

Should Council choose to pursue the IPTT demonstration project some Transit initiatives would need to be delayed to offset time demands (estimated at 1,248 hours for the Transit Dept.) related to the demonstration project. Staff believes the Park City to Salt Lake City service study, the Short Range Transit Development Plan, Transit Real Time Information project GPS\AVL, and Fleet procurement would all need to be significantly delayed to accommodate timely completion of an IPTT demonstration.

If we move forward with an IPTT demo for the trolley, Staff would like direction from Council on whether a project manager can be hired and if certain Council objectives should be de-prioritized to complete this demonstration project. The costs of a project manager ($80,000) would be split evenly between PCMC and EDL. This individual would be a committed liaison for the City, reporting to both Transit and Sustainability, but they would be formally integrated into the staff and payroll of EDL.

Technical Details of the WAVE Project and IPTT Demonstration

The EDL WAVE project is comprised of two parts: 1) research and development of wireless energy transfer technologies (a.k.a. IPTT) for vehicles; and 2) deployment of those technologies through a commercial entity titled WAVE Technologies. A Park City IPTT demonstration project would be the first for EDL and also the first of its kind in the U.S. IPTT demonstration projects currently exist in Italy, South Korea, and New Zealand. The two major technology leaders for IPTT are The Korea Advanced Institute of Science and Technology (KAIST) and Halo IPT. EDL is partnering with both of these entities to develop demonstration projects in the U.S. In total, EDL is committing $2 million to advance the WAVE project in conjunction with their partners.

Electric vehicles (EVs) have the capability to outperform internal combustion engines in numerous categories such as efficiency, torque, power, and emissions. However, the battery components of EVs are often an Achilles' heel due to the associated financial expense, weight, slow charging times, limits in travel range, and manual intervention required for plugging the batteries into a power source. IPTT solves these issues by wirelessly distributing energy into the battery pack of an EV that is stationary or in-motion along a designated route. As such, battery size and associated weights are reduced by up to 85% and the range is extended while tremendously lowering the per-unit cost of an EV. In short, IPTT is a potentially transformative technology on numerous fronts for the transportation sector.

The specific IPTT project proposed for Park City would entail procuring an all-electric trolley, or retrofitting an existing City trolley to be all-electric, and having this vehicle powered by electricity which is wirelessly transmitted along its route. A preliminary estimate is that less than 20% of the trolley route would need to be electrified through the installation of sub-surface charging infrastructure. Construction would need to occur at the Transit Center along with various points of the trolley's route on Main Street and possibly to/from its overnight storage location at Public Works. As the project matures, there may be an opportunity to acquire additional EVs for the City (e.g., fleet vehicles for City Hall and/or Public Works) which would be compatible with IPTT and the installed charging infrastructure. It would be the intention of EDL to get these EVs donated to the City from entities interested in the development and demonstration of their technologies.

From an environmental perspective, an IPTT demonstration project in Park City would deliver mixed results from the outset, but possess the potential for significant long-term benefits. Due to an abnormally high carbon intensity of electricity generated in Utah (58% more CO_2-per-kWh generated than the national average) it is expected that a trolley powered solely by our local electricity grid would result in a net increase in greenhouse gas emissions. An initial estimate for this GHG increase is 35% relative to the existing biodiesel-powered trolley. This rise in GHG emissions would be accompanied by an energy cost reduction of about 35% based on comparisons of electricity costs to the expense of biodiesel blends currently powering our trolley and buses.

Despite an increase in GHG emissions when powered by the current electric grid, an electric trolley would offer distinct environmental advantages such as zero emissions at the tailpipe and the ability to choose an energy source rather than being locked into petroleum. Some options for mitigating the environmental impacts, and perhaps improving the status quo of Transit GHG emissions, include onsite solar PV or another form of renewable energy to help power the trolley. Additionally, Blue Sky renewable energy credits could be purchased to cover 100% of the trolley's annual electricity usage while still keeping operational energy costs below what the City typically pays for a biodiesel blend.

In conclusion, the City has limited expertise on staff to independently assess granular technical details or the general viability of this new technology. If PCMC moves forward with the project, EDL will be heavily relied upon to design and execute plans related to IPTT for the Park City trolley. Additional technical details on the project are available to the extent that the information doesn't violate any proprietary or non-disclosure agreements with EDL.

Overview of the Risks and Potential Benefits with an IPTT Project in Park City

RISKS OVERVIEW

The currently identified primary risks are related to staff time requirements, financial resources, Transit capital, road infrastructure, and the general uncertainty which naturally accompanies participation in a "first of its kind" technical demonstration project. While estimates of staff time requirements were presented, some uncertainty remains regarding how demanding this project will be. There is potential for existing initiatives to be delayed if an IPTT demonstration is given priority over other City objectives. Similarly, there is uncertainty regarding the total financial investment required from the City to successfully launch this project. An upfront investment of $100,000 ($140,00 with a project manager) is required with the hope that any additional funding will be raised through partnership and outreach efforts by EDL and PCMC.

There is a unique technical risk for this project since it employs groundbreaking technology with a limited track record. PCMC lacks expertise on staff to assess the overall viability of IPTT or the inputs required for construction, operation, and maintenance of an all-electric trolley. The City will need to rely heavily on the staff and expertise of EDL and their partners during project design and launch. Integration of an all-electric trolley into the City's fleet and the construction projects related to charging infrastructure both carry financial and non-pecuniary risks.

BENEFITS OVERVIEW

Similar to the risks of this project, many of the precise benefits for Park City are unknown at this point. However, it's clear that an IPTT demonstration project offers a unique opportunity for the City to utilize a truly transformative transportation technology and garner a national, and likely global, audience if the project is successfully launched. This heightened interest in Park City should deliver significant direct capital investments to our transportation infrastructure for IPTT along with visits from energy, technology, and media entities (energy laboratories, private corporations, etc.) with the potential for ongoing partnership and leveraging of resources. Even prior to project launch, EDL anticipates resources will flow into the City from various sources to assist with project development and consulting on potential next steps. The project also carries an opportunity for contribution to the "greater good" through its demonstration of a technology that may uniquely impact numerous economic and environmental aspects of transportation.

While the initial demonstration project would focus on an all-electric trolley, this IPTT project may open the door to additional integration of electric vehicles and charging infrastructure within the City. While risks are certainly higher with being the first such demonstration project in the country, there are also certain benefits and investments that will accrue which would likely only be available for this "first of its kind" scenario.

Department Review:
The City Manager and staff from Transit, Environmental Sustainability, and Legal have reviewed this document and their comments have been incorporated into the Staff Report.

Alternatives:

A. Pursue EDL Partnership and IPTT Project and Hire an Internal Project Manager
The City will enter into a LOI with EDL (Exhibit A) and commit $100,000 to an IPTT demonstration project for a wirelessly charged all-electric trolley. EDL and PCMC will hire a project manager, at an additional cost of $40,000 to each entity, to act as the internal liaison to EDL and manager of key tasks related to City involvement. In total, PCMC will invest staff time and $140,000 upfront, with any additional funding requests to be assessed later on in the context of the overall project. Staff has confirmed that the financial expenses for this Alternative could be paid out of the Transit fund.

B. Pursue EDL Partnership and IPTT Project w/o Hiring an Internal Project Manager
The City will enter into a LOI with EDL (Exhibit A) and commit $100,000 to an IPTT demonstration project for a wirelessly charged all-electric trolley. PCMC will not hire a project manager for this initiative. Staff time requirements will be filled within existing schedules and with the significant risk that Council priorities in numerous departments are not addressed in a timely manner. In total, PCMC will invest staff time and $100,000 upfront, with any additional funding requests to be assessed later on in the context of the overall project. Staff has confirmed that the financial expense for this Alternative could be paid out of the Transit fund.

C. Do Not Pursue a Partnership with EDL or an IPTT Demonstration Project
The City will not pursue a partnership with EDL or an IPTT project for powering an all-electric trolley at this time.

C. Request Staff to Return with More Information Prior to Making a Decision
Council will direct staff to return with more information prior to making a decision. Staff does not recommend this Alternative for two primary reasons: 1) There is a strong desire from EDL to make the Park City project the first U.S. demonstration of IPTT for transit and any delays may threaten this goal; and, 2) It is unlikely that more specific details on the financial risks will become available until after a partnership is formed and EDL and PCMC begin formally seeking out investments and partners for this specific project.

Significant Impacts:
The City updates its Short Range Transit Development Plan every 4-5 years. This plan (scheduled for update in early 2011) enables the City to consider all the desired service options it wishes to implement in the coming five year time frame. These options are then prioritized

and programmed into a sustainable transit budget. This business plan helps ensure that the City carefully considers its transit options, seeks to fund those with the highest priority, and is capable of sustaining the service and projects it embarks upon.

This plan assumes funding from Transit. Funding a demonstration project outside of the aforementioned planning process may place the highest priority on the demonstration project without considering other desired service elements. This action will likely impact, to some degree, the City's ability to implement other desired service elements in the future (e.g., PC-SLC service, Heber service, Kamas service, expanded Park and Ride service, etc.). Council should carefully consider this potential impact when determining whether to fund a demonstration project outside the Transit planning and budgeting process.

Recommendation:
Staff recommends that City Council review details of a potential partnership with Energy Dynamics Lab (EDL), and related policy questions, and provide direction on whether to pursue the described demonstration project with EDL. This project is not closely aligned with existing Council objectives and previous direction and allocating funding at this time would be inconsistent with the City's standard budget policy. As such, staff is not recommending that City Council pursue this project unless accompanying policy direction is provided to encourage this project. Council direction on this IPTT project will help define a policy framework for assessing similar partnerships and demonstration projects going forward.

Attachments:
Exhibit A – Draft Letter of Intent Between Energy Dynamics Lab and Park City Municipal Corporation

City Council
Staff Report

Subject: Park City Pink Half Marathon
Author: Tommy Youngblood
Department: Sustainability
Date: September 2, 2010
Type of Item: Application - Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Park City Pink Half Marathon, as conditioned, on Saturday, October, 16, 2010 to begin at Park City High School Dozier Field and ending at New Park at Kimball Junction

Description Topic:
Review the Master Festival License Application, submitted by Rocky Mountain Running and Triathlon Magazine for the Park City Pink Half Marathon starting at the Park City High School Dozier Field and ending at New Park at Kimball Junction on Saturday, October, 16, 2010.

Background:
Park City Pink Half Marathon submitted an application requesting a Master Festival License to hold their Park City Pink Half Marathon. This is a first time event for the organizer in the area. Through a series of meetings the organizer has demonstrated and good knowledge of working with this type of event. PCPD has been notified and will be involved in the public safety coordination should Council approve the event. The organizer will allow a maximum of 700 entrants. Park City Pink Half Marathon charges a fee for participation.

Park City Pink Half Marathon is a recreation use and is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:
<u>Park City Pink Half Marathon</u>
The event organizers have requested to hold their event on Saturday, October, 16, 2010. The Park City Pink Half Marathon 13.1 Mile run starting at the Park City High School Dozier Field and ending at New Park at Kimball Junction starting at 5:00am, completing at 3:00pm including setup and teardown with the event time from 8:00am – 12:00pm (noon). All activity within the city limits will end by 11:00am.

Parking
Parking for the staff and participants will be at the Park City High School Parking Lots. The applicant will supply signage and employ volunteers to assist in the location and direction to event parking.

Traffic Circulation
There will be no full or partial road or trail closures associated with this event. However there will be monitors at points where the trail crosses vehicular intersections to pause traffic.
At the time of this report there are no projects planned that would hinder this activity.

Marketing
This event will be publicized within the Rocky Mountain Running and Triathlon Magazine and with the Park City Chamber/Bureau and Local newspaper outlets. It is also currently listed on various event & social networking websites. The organizer has also contacted local business about mutually beneficial cross-marketing opportunities.

Park City Council Review:
This application is being reviewed as a Master Festival License due to the size of the event, use of amplified music and the request for use of the Park City Trail system & right-of ways and the crossing of city streets

Department Review:
All applicable PCMC departments and the appropriate external agencies have reviewed the application for Park City Pink Half Marathon and their comments have been incorporated into the report.

Alternatives:

Approve the Request:
Approve the Master Festival License allowing Park City Pink Half Marathon

Deny the Request:
Deny the Master Festival License, preventing the addition of Park City Pink Half Marathon to Park City's schedule of events.

Continue the Item:
The City Council may continue the discussion in order to receive additional information.

Significant Impacts:
The event, as described, should incur no significant Impacts
Park City has held similar events to the Park City Pink Half Marathon

Consequences of not taking the recommended action:
Park City Pink Half Marathon would not take place, as described, within Park City Limits

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approves, a Master Festival for Park City Pink Half Marathon on, Saturday, October, 16, 2010 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:
1. Park City Pink Half Marathon will be held on Saturday, October, 16, 2010. The run will start Park City High School Dozier Field and end at New Park at Kimball Junction starting at 5:00am, completing at 3:00pm including setup and teardown with the event time from 8:00am – 12:00pm (noon). All activity within the city limits will end by 11:00am.
2. Parking for the staff and participants will be at the Park City High School Parking Lots. The applicant will supply signage and volunteers to assist in the location of event parking.
3. Conducting Park City Pink Half Marathon will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue other than noted.
4. The events associated with Park City Pink Half Marathon will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
5. The event will begin at Park City High School Dozier Field. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
6. There are no other Master Festival or Special Event licenses that have been granted on the dates requested.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. The applicant use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
4. All plans for tents, fireworks, stages, signs and other temporary structures shall be submitted to the Building Department for review and permitting by September 10 , 2010
5. The applicant is responsible for a Race Operation and Pedestrian Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.
6. All Summit County permit approvals shall be secured by September 10 , 2010 and submitted to Park City Municipal in writing for review.

Attachments

Exhibit A- Applicant’s Application Part 1

Exhibit A
Page 1

Exhibit A

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION – PART I

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and **submitted electronically** to the Special Events Department no less than **90 days prior to a MFL** or no less than **60 days prior to a Special Event**. The application will be reviewed by the Special Events Department. *Granting of the permit is not guaranteed.*

APPLICANTION FEES – DUE AT TIME APPLICANT SUBMITS PART I
All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES
Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION		
NAME	The Pink Half Marathon Park City	
STREET ADDRESS	758 East 600 North	
CITY, STATE, ZIP CODE	Lindon, Utah 84042	
DAY PHONE	801-680-7623	
FAX PHONE	800-483-0653	
E-MAIL ADDRESS	andrea@rockymtnrunning.com	
SPONSORING ORGANIZATION	Rocky Mountain Running and Triathlon Magazine	
Contact Person "ON SITE" Day of Event	Name: Andrea Dailey	Cell Number: 801-680-7623

EVENT INFORMATION

Type of Event (Check all that apply):

Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☒ Attraction of crowds over 500	☒ Street Closure	☐ Use of City park, building or property	☐ Use of off-site parking facility	☒ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☒ Causes significant public impacts via disturbance, crowd, traffic/parking	☒ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☒ Events signs, visible from public property	☐ Temporary structures

☒ Run/Walk	☐ Parade	☐ Trail Event
☐ Road Bike Event	☐ Park Festival	☐ OTHER (please specify):
☐ Street Fair	☐ Concert	

EVENT TITLE:	The Pink Half Marathon - Park City			
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	First Time			
EVENT DATE (S)	October 16th, 2010			
EVENT HOURS	START:	8 am	END:	12 pm
SET-UP	DATE:	October 16th, 2010	TIME:	5 am
BREAK DOWN	DATE:	October 16th, 2010	TIME:	3 pm

ATTENDANCE	PARTICIPANTS: 500	SPECTATORS: 200	TOTAL: 700
LOCATION	Beginning of the race: Park City High School Kearns Blvd.		

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
All women half marathon run beginning at Park City High School on the track. Run uses Park City's extensive trail system to end at Newpark Hotel Plaza for an Expo with venders, sponsors and music. October is breast cancer awareness month, we will be giving a portion of the proceeds to Utah Cancer Action Network.

MARKETING YOUR EVENT

City Council
Staff Report

Subject: Mountainland 356 Rendezvous Concours
Author: Tommy Youngblood
Department: Sustainability
Date: September 2, 2010
Type of Item: Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the License for Mountainland 356 Rendezvous Concours, as conditioned, on October 9, 2010 to take place on Historic Main Street.

Description:

Topic:
356 Registry Inc. West Coast Holiday Inc, Mountainland 356 Rendezvous Concours

Background:
The organizers would like to stage a car show where up to 300 vintage (1952 to 1965) Porsches will be on display for public enjoyment on October 9, 2010 from 9:00 AM to 2:00 PM on Main Street. Street Closure and set-up would begin at 6:00 am, the street would be reopened by 3pm. This is the 20th year for the event and the first time to be held in Park City.

Mountainland 356 Rendezvous Concours is consistent with City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:
Mountainland 356 Rendezvous Concours
The event organizers have requested to hold there event on October 9, 2010 from 9:00AM -2:00PM. Street Closure and set-up would begin at 6:00 am, the street would be reopened by 3pm.The event will make use of Main Street from the Wasatch Brew Pub to Heber Avenue. If there are not enough cars to fill Main Street from 5th Street to Heber Ave the additional cars will be shown in the Brew Pub parking lot allowing Main Street below the 5th Street to remain open for traffic.
The cars will be angle parked, facing out into the street and organized in 12-13 groups according to age and body style. These groups will be staged in staggered sequence at their point of origin at Canyons Resort. Concours volunteers will meet and direct the cars to their respective class area where more volunteers will help with

the Parking procedure for each car.
The organizers have demonstrated sufficient knowledge in operation of this type of event.

Parking
Parking for the staff and participants will be on Main Street, non-show cars will park in China Bridge or surrounding paid parking.

Traffic Circulation
There will be a full closure of a portion of Main Street. At the time of this report there are no projects planned that would hinder this activity.

Marketing
This event will be publicized within the 356 Registry bi-monthly magazines and other nation Porsche meeting sites leading up to the event, the Park City Chamber/Bureau and Local newspaper outlets. It is also currently listed on various event & social networking websites. The organizer has also contacted local business about mutually beneficial cross-marketing opportunities.

Park City Council Review:
This application is being reviewed as a Master Festival License due to the size of the event, and the request for use of the Park City right-of ways and the partial closure city streets

Department Review:
All applicable PCMC departments and the appropriate external agencies have reviewed the application for Mountainland 356 Rendezvous Concours and their comments have been incorporated into the report.

Department Review:
All applicable departments have reviewed the Mountainland 356 Rendezvous Concours application and their comments have been incorporated into the report.

Alternatives:
Approve the Request:
Approve the Master Festival License allowing Mountainland 356 Rendezvous Concours as described. **This is staff's recommendation.**

Deny the Request:
Deny the Master Festival License, preventing the addition of Mountainland 356 Rendezvous Concours to Park City's schedule of events.

Continue the Item:
The City Council may continue the discussion in order to receive additional information.

Significant Impacts:
Park City has held similar events to Mountainland 356 Rendezvous Concours.

Consequences of not taking the recommended action:
Mountainland 356 Rendezvous Concours would not take place as described

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approve a Master Festival License for the Mountainland 356 Rendezvous Concours on October 9, 2010 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Mountainland 356 Rendezvous Concours will be held on October 9, 2010 from 9:00AM -2:00PM. Street Closure and set-up would begin at 6:00 am, the street would be reopened by 3pm.The event will make use of Main Street from the Wasatch Brew Pub to Heber Avenue. If there are not enough cars to fill Main Street from 5th Street to Heber Ave the additional cars will be shown in the Brew Pub parking lot allowing Main Street below the 5th Street to remain open for traffic.
2. The event will not require shuttle parking lots, no shuttle transportation will be provided by the City, nor will there be a requirement for Police Officers to person the event. Since there will be a street closure, and attraction of crowds larger than 500, Staff has determined the application to be licensed as a Master Festival.
3. Public transportation and other vehicular traffic will be redirected. Pedestrian traffic in the area will not be interrupted.
4. There is no requirement for Police Officers to staff the event. The size and scope of the event will not require the need for City police, fire or other services. Police, fire, or other essential public employees will not be diverted from their normal duties to protect the remainder of the City from the impacts of this event.
5. The type of event will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
6. There are no other Master Festival or Special Event licenses that have been granted October 9, 2010.
7. The event will be wholly contained within the venue. Due to the type of event there will not be an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

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

Conditions of Approval:
1. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant. Temporary structures 200 square feet or smaller will require 50 pounds of weight per leg.
2. Building permits and inspections, along with any associated fees, are required for tents or proposed temporary structures larger than 200 square feet and must be applied for no later than September 17, 2010.
3. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.

Attachments
Exhibit A- Application Part I

Exhibit A

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION – PART II

PARK CITY 1884

Special Events
435.615.5150
specialevents@parkcity.org

PART II of the Special Event and Master Festival License (MFL) must be completed and **submitted electronically** to the Special Events Department no less than **45 days prior to a MFL and a Special Event**.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

The application will be reviewed by the Special Events Department. **Granting of the permit is not guaranteed.**

NAME OF EVENT: MOUNTAINLAND 356 RENDEZVOUS CONCOURS

APPLICANT AND SPONSORING ORGANIZATION INFORMATION	☑ check if same as Part I	
NAME	ED RADFORD	
STREET ADDRESS	1568 CONNETICUT DR	
CITY, STATE, ZIP CODE	SALT LAKE CITY UT 84103	
DAY PHONE	801-201-6347	
FAX PHONE	801-521-7330	
E-MAIL ADDRESS	ecrad@q.com	
SPONSORING ORGANIZATION	356 REGISTRY, INC	
Contact Person "ON SITE" Day of Event	Name: SOREN CHRISTENSEN	Cell Number: 435-901-4338

EVENT INFORMATION					☑ check if same as Part I
Type of Event (Check all that apply):					
Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☑ Attraction of crowds over 500	☑ Street Closure	☑ Use of City park, building or property	☑ Use of off-site parking facility	☐ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☑ Causes significant public impacts via disturbance, crowd, traffic/parking	☑ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☑ Events signs, visible from public property	☐ Temporary structures
☐ Run/Walk	☐ Parade	☐ Trail Event			
☐ Road Bike Event	☐ Park Festival	☑ OTHER (please specify): VEHICEL CONCOURS			
☐ Street Fair	☐ Concert				
EVENT TITLE:	MOUNTAINLAND 356 RENDEZVOUS CONCOURS				
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	ANNUAL EVENT - 20 YEARS. FIRST TIME IN PARK CITY, UTAH				
EVENT DATE (S)	SATURDAY, OCT. 9, 2010				
EVENT HOURS	START: 900 AM	END: 2:00 PM			
SET-UP	DATE: OCT. 9, 2010	TIME: 7:00 AM			
BREAK DOWN	DATE: OCT. 9, 2010	TIME: 2:00-3:00 PM			
ATTENDANCE	PARTICIPANTS: 300 CARS	SPECTATORS: 450	TOTAL: 750+		
LOCATION	MAIN STREET, UPPER AND LOWER				

ATTENDANCE	PARTICIPANTS: 300 CARS	SPECTATORS: 450	TOTAL: 750 OR MORE
LOCATION	MAIN STREET, UPPER AND LOWER		

OVERALL EVENT DESCRIPTION **(Briefly explain event and activities):** 200-300 VINTAGE PORSCHES WILL BE PARKED FOR VIEWING AND JUDGING ON MAIN STREET FROM 900AM - 200PM ON 10/09/10. CARS WILL BE PARKED IN 10-12 'CLASS' GROUPS WHICH WILL BE ORGANIZED IN STAGING SEQUENCE. ANGLE PARKING. JUDGING BALLET STATION WILL BE NEEDED; PERHAPS IN P.C. MUSEUM ON MAIN STREET OR OTHER AREA.

MARKETING YOUR EVENT **(Your Marketing Plan is criteria for approval of your event)**

Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com

PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT:
MARKETING TARGETED TO 8000 MEMBERS OF 356 REGISTRY. EVENT ADVERTISED 5 TIMES IN REGISTRY bi-MONTHLY MAGAZINE FROM JAN. TO OCT. 2010. ADVERTISED IN A WEBSITE (www.WestCoastHoliday.ORG) THAT DESCRIBES EVENT, SCHEDULES, REGISTRATION INFORMATION, LOCAL ATTRACTIONS, ETC. ORGANIZERS ARE PASSING OUT FLIERS AT VARIOUS CLUB FUNCTIONS DURING 2010 LEADING UP TO EVENT. Additional MARKETING WITH P.C. CHAMBER WILL BE DONE.