**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**JULY 7, 2011**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 7, 2011.

**Closed Session**
3:00 p.m. Property and litigation

**Work Session**

| | | |
|---|---|---|
| 4:00 p.m. | Council questions/comments | |
| 4:10 p.m. | Short Range Transit Development Plan | P. 5 - 7 |
| 4:30 p.m. | Recreation new logo and branding program | P. 8 - 9 |
| 4:50 p.m. | Break | |

**Regular Meeting (Note special meeting time)**
5:00 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)***

**IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF JUNE 2, JUNE 9, JUNE 16, AND JUNE 23, 2011**
P. 10 -38

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

1. Consideration of a change order to the Professional Services Agreement with Horrock's Engineering for the Comstock/Sidewinder Project in the amount of $34,755, in a form approved by the City Attorney P. 39 - 43

2. Consideration of an extension of the Master Festival License and Service Agreement with Triple Crown Sports and authorization to the Mayor to execute an agreement with Triple Crown Sports, in a form approved by the City Attorney P. 44 - 69

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

1. Consideration of an Inter-local Agreement between Summit County, Park City and the Utah Transit Authority regarding bus service between Park City and the Salt Lake Valley, in a form approved by the City Attorney P. 70 - 82

2. Consideration of authorizing staff to enter into a two year sponsorship agreement for the use of the Recreation Center with the United States Ski and Snowboard Association (USSA), in a form approved by the City Attorney P. 83 - 88

**VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

**VIII ADJOURNMENT**

**5:30 Joint Meeting with Planning Commission – see following agenda** P. 89 - 118

**PARK CITY COUNCIL AND PLANNING COMMISSION**
**JOINT WORK SESSION**
**JULY 7, 2011**

5:30 p.m. **Opening comments** Tom Bakaly, PCMC
**Recap Visioning Overview** Charles Buki, czb
Context
- Key drivers
- Marketable attributes
- Qualitative impact filters

Vocabulary from Visioning
Context for addressing issues in the interim
- Project v portfolio considerations
- Judgment spectrum
- Competitive imperative (staying out front)

. **Baseline Overviews** Becky Zimmermann, DesignWorkshop
Retail Market Study
- Trends
- Comparables and take-away

Sustainability framework and metrics
Overall lessons

6:00 p.m. **Facilitated discussion** Becky Zimmermann and Charles Buki

7:30 p.m. **Adjournment**

A majority of 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 the Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 07/05/11
See: www.parkcity.org

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

**July 2011**

14 General Plan update – work - KC
Traffic and Transportation Master Plan (30 mi) - MC
Questar Gas, to extend a natural gas main pipeline to the Quinn's Water Treatment Plant site in the amount of $113,846
Appeal of City Manager decision on convention business license fees – Heidi Hughes and Mike Sweeney
Donation Policy
Sale of City right-of-way – Rossie Hill - Bill Tew

21 Monthly financial update
Fire District update
Fuel contract – BA
Resolution establishing the Historic Preservation Board's annual Preservation Award Program
1159 Empire Avenue condo conversion - KC
929 Park Avenue plat amendment - KW
North Silver Lake Appeal

28 **No meeting**

**August 2011**

4 **Tom gone**
Tibetan monks
Footprint and plats – work – FA
Special event overhaul (40 min) - TY

11 Second quarter goal update

18 **No meeting**

25 Short range transit plan - work
Ordinance amending LMC – HPB - administrative reconstruction process - KS

**September 2011**

1 Short range transit plan adoption

8 **No meeting** (Summer Tour 9/7 – 9/11)

15

22

29

**Pending Items:**

U S Postal Service gang boxes in Old Town
Bonanza Tunnel ribbon-cutting
Inter-local agreement with Summit County for police database integration

**City Council**
**Staff Report**

**DATE:** July 7, 2011
**DEPARTMENT:** Transportation & Transit
**AUTHOR:** Brooks T. Robinson, Senior Transportation Planner
**TITLE:** Short Range Transit Development Plan
**TYPE OF ITEM:** Administrative – Work Session Discussion

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**Summary Recommendation**
This is a work session discussion. No action is requested at this time. Staff will present current status of development of the Short Range Transit Development Plan.

**Topic/Description:**
Park City is currently updating the 2007 Short Range Transit Development Plan (SRTDP). This SRTDP is required by the Federal Transit Administration as a prerequisite to applying for and receiving federal funds. The Plan is the guideline for future decisions regarding transit operations, locations, services and budget. Previous plans have been used as a basis for operations, capital improvements, management, and financial decisions, particularly with expansion into unincorporated western Summit County. The proposed plan will also provide a framework for possible connections to Salt Lake City and other areas of the Wasatch Back, including Wasatch County and the South Summit County areas.

**Background**
Park City Transit is a free bus system that has operated for twenty-seven years. During the last few years it has expanded service from operating only within the Park City limits, to include several routes serving adjacent areas in Western Summit County including The Canyons Resort, Kimball Junction lodging and retail facilities and Snyderville Basin residential areas. Since the completion of the SRTDP in 2007, annual ridership has increased from approximately 1,800,000 to over 2,000,000. Much of this growth has occurred on County routes. Service and fleet expansion is expected to continue.

Park City Transit operates a 37-vehicle fleet of 30 35-foot transit buses on its fixed-routes, the Main Street Trolley, and six cutaway buses that are used for on-demand service, the Empire Canyon service, and for senior citizens and those who qualify under the eligibility requirements of the American with Disabilities Act. All vehicles are wheel-chair lift equipped. The service operates 365 days a year. Approximately 70% of the annual passengers ride during the four-month winter ski season.

The City entered into a contract with a consultant team headed by LSC Transportation Consultants, Inc. to undertake the Plan. At present, the following has been accomplished:

- Under Technical Report #1, LSC evaluated a number of Study Area characteristics including major activity centers, special events, population, employment, commute patterns and traffic volumes, and planned/potential development.
- In addition, Technical Report #1 evaluated the current transit services to Western Summit County including Park City and the Snyderville Basin and the financial characteristics of the current operations.
- Based on the characteristics and future development potential, the Transit Needs and Demands were prepared.
- Following the publication of Technical Report #1, a Steering Committee that includes the Joint Transit Advisory Board (JTAB) of City Council member Simpson and County Council member McMullin met to discuss the report and future steps.

- A ridership survey was conducted before the end of the ski season over four days to gauge activity levels and collect destination information. In addition, survey participants were asked several questions regarding service routes and times of operations.
- LSC then prepared a number of alternatives contained in Technical Report #2 that included service routes, capital alternatives, institutional and management alternatives, and possibilities for funding.
- Technical Report #2 also evaluated service to nearby areas (towns in North and South Summit County including Kamas and Coalville, western Wasatch County including Heber City, and Salt Lake City).
- The JTAB group met to go over the various alternatives and discuss recommendations.

**Analysis**

Based on the surveys and analysis of current trips, the strongest routes (both directions) are between Park City proper and Canyons Resort area as well as Park City - Kimball Junction (in addition to the intra-City routes).The secondary routes are between Park City and Silver Summit/Highland, Park City and Pinebrook, Kimball to Pinebrook, Kimball to Silver Summit, and Kimball to Canyons. Using this information, LSC provided a couple of alternatives that strengthened the core route along SR 224 by providing more express service along the entire route and greater Canyons service.

Service Alternatives (Technical Report #2 can be found here: http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=7741

In evaluating the service alternatives, the study looks at passenger trips per vehicle mile of service, passenger trips per vehicle hour of service, and the operating cost per passenger trip. The Silver Springs and Bear Hollow areas, for instance, generate few riders although the SR 224 core route is a high demand, thus suggesting more express service along the core and not running most routes through Silver Springs and Bear Hollow. Some of the Service Alternative highlights are:

- Winter service to the County until 11pm or midnight (pg 21)is anticipated to generate respectable ridership. The same is not true for summer service.
- Canyons circulator service and express service from Canyons into Park City, particularly in the winter evening (pg 26).
- Kimball Junction  area circulator (pg 18) to connect commercial areas east and west of SR 224 to each other, the planned Kimball Transit/Transfer Center, and the fixed routes to Pinebrook, Silver Summit, and Park City.
- Kamas Winter commuter service (pg 31) is viable, but not as viable in summer. This route could also serve the Park and Ride and Park City Heights, when constructed.
- Coalville service (pg 31) would not generate much ridership for the miles and service hours required to operate it.
- Heber commuter service (pg 34) is anticipated to perform well year-round, but particularly in the winter. Al Mickelsen of Wasatch County Planning has been involved in the stakeholder group.
- Quinn’s Junction fixed route (pg 43) after construction of PC Heights
- Extension of City service routes to midnight or 2am (pg 41) for winter appears warranted; not so much for non-winter.

Capital Alternatives

The Technical Report #2 provides suggestions for other elements for maintaining and potentially expanding service and facilities:

- Sizing requirements for Kimball Junction Transit Center (pg 47).
- Development at PCMR of a Transfer Center in coordination with Resort development (pg 49).
- Development within Bonanza Park of a Transfer Center in coordination with private development. Of the area (pg 49)..
- Potential effective use of the Park and Ride facility at Quinn’s Junction, particularly for special events and construction worker parking (pg 50).

**Future Steps**

At this point, the staff and consultant are preparing to present the alternatives at two Open House meetings, one at the Richins Building at Kimball Junction on July 12th, and one at Miners Hospital on July 13th. Following these meetings and including any information from both the City and County Councils, LSC will prepare a Draft Plan to be presented to both Councils in August with an anticipated adoption in early September.

# City Council
# Staff Report

**Subject:** **Recreation Center Name/ Recreation Department logo and tagline**
**Author:** **Ken Fisher, Recreation Manager**
**Michelle Stucker, Recreation Analyst**
**Department:** **Recreation & Library**
**Date:** **July 7, 2010**
**Type of Item:** **Informational**

**Summary Recommendations:** Provide direction to staff on choosing the branding (logo) and tag line for the Recreation Department and the proposed name of the Recreation Center.

**Topic/Description:** Branding (logo), tag line & naming of the Recreation Center.

**Background:** Park City Recreation issued a RFP for a new logo and tagline in February 2011 for the recreation department. There were twelve respondents to the RFP that the selection committee (Michelle Stucker, Matt Twombly, Laurie Lambert, Maria Barndt and Ken Fisher) reviewed. The committee brought five of the respondents in to make presentations.

Based on past experience with similar projects, project scope, local vendor and cost, the selection committee recommended entering into a Professional Services Agreement with LeaderCreative on April 18, 2011.

In late April, staff increased the scope of the project to develop a name for the Park City Recreation Center "that implicitly elevates the quality of the Center's facilities, programs/services and personnel above the general assumptions associated with more commonplace community recreation centers."

**Analysis:**
The objective of the logo and tagline was to create these for the Recreation Department not for the Recreation Center. The project committee (same as the selection committee) wanted one logo that would work for the whole department but yet be versatile enough to represent the variety of programs and services offered.

The objective of the naming project was to create a name for the Park City Recreation Center that:

- *communicates quickly and succinctly*
- *is surprising and unexpected*
- *Is distinctive and can be effectively trademarked*
- *Duly honors Candy Erickson*

The project committee reviewed many of the names, logos and taglines that Lindon Leader of LeaderCreative presented. The recommended candidates were presented to RAB on July 5 and Recreation staff on July 6. Lindon will do the same PowerPoint presentation tonight for City Council.

**Department Review:** Legal, Sustainability, Parks, Recreation & Library, and City Manager

**Alternatives:**

- **A. Approve the Request:** Provide direction to staff on choosing the branding (logo) and tag line for the Recreation Department and the proposed name of the Recreation Center..
- **B. Deny the Request:** Council may direct staff in a different direction than the one presented by staff and Lindon Leader.
- **C. Continue the Item:** Council may continue the item to a future date
- **D. Do Nothing:** This will result in a lack of clarity and direction to staff.

**Significant Impacts:**
As the community anticipates the opening of the recreation center in November this creates an opportunity for the department to uniquely position itself in the marketplace by developing a new logo, tagline for the department and name for the facility that will be timeless.

**Consequences of not taking the recommended action:**
If there is no name change, new logo or tagline the City will have lost the opportunity to introduce new branding that coincides with the opening of the renovated Racquet Club. Also, there will continue to be confusion from the public and visitors about the name of the facility. Many will continue to call it the "Racquet Club" or simply the generic term "Rec Center".

**Recommendation:** Provide direction to staff on the branding (logo), tag line and proposed name of the recreation center.

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**JUNE 2, 2011**

**Present:** **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; Dick Peek; and Liza Simpson**

**Tom Bakaly, City Manager; Mark Harington, City Attorney; Janet Scott, City Recorder; Bret Howser, Budget Manager; Pace Erickson, Operations Manager; Nate Rockwood, Budget Analyst; Jed Briggs, Budget Analyst; and Ken Fisher, Recreation Manager**

**Stephanie Johnston, Summit Watch Marriott; Hans Fuegi, Grubsteak Restaurant; and Andy Beerman, HPCA**

**1. Long term funding and property tax policy discussion.** The Mayor was not present for the entire discussion; all other members were present. Joe Kernan expressed that he supports voter-approved bonds and at least a 50% approval rate for necessary improvements in the community. He would like to see higher percentage voter approval rates for more discretionary things like a second ice sheet etc. before pursuing a bond issue and he is not in favor of a regular tax increase every other year. Targets for various revenue sources should be identified and then if needed, a tax increase could be considered. Sales tax revenues should be regularly analyzed against inflation levels. Liza Simpson stated that she doesn't feel a decision on a property tax strategy needs to be made today but there should be an automatic conversation about increasing property taxes so that all revenue sources are addressed. Cindy Matsumoto discussed the significant property tax assessments common in the east. Park City's taxes are manageable now but property taxes probably should be discussed every year to maintain that trend. Ms. Simpson referred to price sensitivity and associated impacts with lodging or sales tax increases.

Dick Peek stated that he is uncomfortable with automatic property tax increases, as he feels it is *passing the buck* to future councils. He suggested getting a handle on inflation and using a local index and not the national CPI for comparison purposes. Mr. Peek continued that he is leery of considering a property tax increase at this time. Alex Butwinski emphasized that if a property tax increase is contemplated, a truth and taxation hearing must be conducted which forces looking at revenues, expenses, inflation and projections. He feels this conversation is partly driven by concerns about staff's compensation but the continual increase in material costs needs to be recognized. The City Council already looks at projections and adjusts a revenue source or levels of service but public input is critical in making these types of decisions. *You can't have everything and not pay for it* and everything needs to be on the table with regard to property tax increases. He agreed that a regular conversation is needed and the revenues related to development will not continue. Liza Simpson felt that the conversation should be held early enough in the budget process, maybe February, so that the citizenry is engaged. The meeting should be publicly noticed. Cindy Matsumoto pointed out that operations seem to be covered but funding capital projects is becoming more challenging. On-line information and tools were discussed. Ms. Matsumoto invited public input.

Stephanie Johnston, Summit Watch Marriot, emphasized that most of the owners are second home owners who don't have a chance to attend Council members. She attends some meetings but asked for a way to get information to her owners. The reason for a proposed property tax increase should be detailed and communicated to the public. City Recorder Jan

Scott commented on the significant amount of information available on the City's website and encouraged her to sign up to be automatically e-notified about upcoming meetings.

Joe Kernan pointed out that the two year property tax strategy introduced a year ago prompted a lot of public concern. It seems like all Council members and the Mayor are not supportive of that concept and he would like to give staff direction to not include this as a tool to handle long-term revenue needs in the future. Instead, hold those discussions every year and consider other mechanisms and send a clear message to the public that the Council is not open to property taxes being discussed as the best option. He felt that giving clear direction would be good because staff believes property taxes are an effective, convenient and sensible approach but the community is not supportive. Ms. Matsumoto believes Mr. Kernan is referring to the meeting where the interactive graph was introduced in work session displaying a variety of budget approaches. Mr. Howser discussed removing the property tax levy line from the model and Ms. Simpson stated that she is not in favor of locking-in future councils but supportive of a yearly conversation about property taxes. Mr. Kernan commented that Park City still has not experienced a long time period of non-revenue growth which has been well over the CPI. To begin with the assumption that revenue growth is going to be half of what it was in the past ten years is unknown and this past year is not reflecting that that is the case. He pointed out that the City just weathered a recession and half of our $60 million is spent on operating and half on capital and debt service. There are large reserves and capital funds and he didn't believe the public should be told that a property tax increase is needed.

Alex Butwinski felt it is better to relay that a property tax increase is a possibility. It is pretty easy to direct staff to change the language about the two year property tax strategy and hold a regular discussion on our revenue stream as suggested by Ms. Simpson. He never assumed it would be locked in. Joe Kernan objected to a property tax increase continuing to come up and Liza Simpson stated that the word *automatic* needs to be omitted. She believed staff was showing the impacts to property owners of a one-time property increase compared to smaller ones on a regular basis which have less financial impact.

Mr. Kernan argued that if the City receives one large property tax revenue amount, it will be spent. Alex Butwinski expressed that he doesn't understand Mr. Kernan's concern. Joe Kernan referred to references to regular property tax increases in the budget document and spoke about growth in the second home and commercial markets. This is an assumption staff has been making since 1998 and we've been lucky enough to avoid it and the change in the budget narrative recently has been dramatic. Mr. Butwinski stated that he has a different take as talking about it puts everyone on notice that it is a possibility. Mr. Kernan stated that he would like language stating that the Council is not interested in a property tax increase. Tom Bakaly interjected that the intent of recommending a property tax strategy is to consider a balanced approach moving into the future. The City is probably okay for the next couple of years but in the five year range and if projections are correct, there will be an operating deficit. He added that cuts have been recommended and made, but at some point, there needs to be a revenue piece. This could be studied during the Visioning Session and he encouraged still considering a property tax increase as a tool. At this point, the Mayor joined the meeting.

Hans Fuegi, resident and business owner, stated that most people are looking for reassurances that an increase in property taxes is the last option. His tenants are already struggling.

Andy Beerman, HPCA, felt that the property tax discussion has focused more on process than need. When the property tax increase was introduced last year, the need was not detailed. He believes that we live in a reasonable community and a compelling reason should be delivered to the public.

Mayor Williams expressed his appreciation of these comments. Joe Kernan agreed with the City Manager about reviewing this matter during Visioning and with Mr. Fuegi that property taxes should be considered last. He added that fee increases should track with expenses which have been growing at 7% per year. Mr. Bakaly cautioned funding long-term operations with volatile sources like sales tax and fees. Ms. Simpson stated that the property tax discussion may need to be a stand-alone public meeting, separate from Visioning, and held maybe in the fall. She is uncertain if she could commit to saying that property tax is the last resort as revenue sources should be considered holistically. She recognized the impacts on all segments of the community and is not sure she is willing to drop this to the bottom. Bret Howser advised looking at a ten year timeframe, rather than year to year. Mr. Kernan stated he wants a balanced discussion including the viewpoints of Council members and the community. The Mayor pointed out existing infrastructure and environmental needs. Ms. Simpson stated that she disagrees with Mr. Kernan's comment that if we have more money, we will just spend it which is not the practice of the City. Money saved has been allocated to capital projects and Park City has not traditionally spent surpluses. Mr. Kernan expressed that he is more comfortable with raising taxes for a specific project or bonding for projects rather than raising taxes every other year. Ms. Simpson pointed out that property taxes did not cover the costs of the streets and police budgets last year and the City needs to do a better job of getting out its message. If people do not want their property taxes to increase, then they have to decide what services to cut.

Tom Bakaly felt that adequate projections will be available in the late fall and public meetings could be held at that time. Bret Howser discussed working with Phyllis Robinson on publicizing meetings and conducting polls. He also suggested looking at forming a citizen group, like CTAC. The Mayor recommended publishing a supplement in the *Park Record*.

**2. Council questions/comments.** Mayor Williams reported on a productive meeting with Raleigh Studios, the County, and three members of the state legislature during the week about the potential of a movie studio at Quinns Junction. Alex Butwinski, also on the trip, explained that the project is more than a studio but an entertainment venue and the branding of each group needs to be compatible to be successful. It was a great experience. Liza Simpson spoke about attending the Lodging Association meeting and Cindy Matsumoto reported on Historical Society business. Joe Kernan noted that he has received requests from the public to hire a head tennis professional at the new Recreation Center and suggested that any related costs be covered with recreation fees. He has also received concerns from citizens about potential flooding.

Pace Erickson cautioned keeping kids and pets away from fast running streams but the cool weather has been helpful with regard to snowmelt. He does not perceive flooding problems in Park City and believes public infrastructure and sandbagging private property is sufficient to protect property.

**3. Budget review.** Jed Briggs pointed out changes in the tentative budget including an increase in service contracts which was an estimate because the committee had not met yet to make recommendations on awards. The Main Street rink option has been pulled and some inter-fund transfers were changed or corrected. Nate Rockwood explained that the Water Fund budget is in flux and numbers are tentative. A tentative budget must be approved tonight to provide enough time between adoption of the final budget according to state law. Bret Howser explained that OTIS was pulled with regard to future bonding and will be included again when these projects are better analyzed. In response to a question from Mayor Williams, Michael Kovacs clarified that the Empire/Lowell waterline has not yet been designed so it cannot be installed this year.

Alex Butwinski suggested that the $580,000 designated for the bonus pool be capped as the maximum and Tom Bakaly noted that this would be part of the tentative budget proposed for adoption tonight and would act as a cap. It represents 3.58% of total compensation. Joe Kernan recommended determining total compensation for full-time employees eligible for bonuses and keeping the percentage constant for future budgets. The City Manager pointed out that if the percentage set is not consistent with historical trends, pay for performance may be compromised and he suggested not changing the approach. Mr. Kernan disagreed and felt that performance will excel if bonus funds are rationed. Liza Simpson indicated that she is comfortable with the current funding practice. Mr. Howser explained that Mr. Kernan is describing a form of bonus called forced distribution which should be thoroughly understood before enacting. The Mayor referred to Joe Kernan's suggestion of setting a percentage cap on bonuses for every department. Mr. Kernan clarified that he is okay with the $580,000 number and recommends using the associated percentage as the level of funding for future years. Alex Butwinski stated that he is comfortable with the current practice and is uncertain if setting a percentage cap based on one year's history is prudent. Policy decisions deserve more discussion and this matter can be revisited. Liza Simpson agreed with Mr. Butwinski. Cindy Matsumoto spoke about the goal of controlling personnel costs and likes the idea of having *more at risk*. She reiterated that the pool is at risk and no employee should assume receiving a bonus. Tom Bakaly described the concept of exceeding expectations to be eligible for a bonus. Mr. Kernan reiterated his last suggestion and the Mayor requested information on the actual experience of how many employees received 7% bonuses. The City Manager stated that this data will be available in January or February.

Jed Briggs explained that planning fees are part of a three-year phased program adopted by Council in order to recover service level costs. Related information was presented in a study last year and this is the second year of fee increases.

In response to a question from the Mayor, Ken Fisher described the savings of purchasing a punch pass for classes as opposed to paying drop-in fees. Joe Kernan believed tennis fees should be increased and Mr. Fisher detailed the method for determining tennis and court fees. Recreation fees were increased last year but before that, it was about ten years. Dick Peek believed that tennis fees should equitably reflect the increases shared by other users of the new facility. He questioned the highest increase being the resident child under 16 years and asked about hiring a tennis pro. Mr. Fisher replied that a national recruitment of a new head tennis pro is underway. Tennis pros are paid at about $22 to $30 an hour and lessons are set at $61/hour. He explained that tennis has a separate budget covering its direct operations. The recreation budget covers the Recreation Center front desk, staff, programs and other facilities. Mr. Fisher explained that the recreation budget recovers about 50% of its costs and tennis is helping to bring the percentage up in the 70% range. Dick Peek expressed the importance of analyzing programs individually to determine recovery levels. Mr. Fisher emphasized that every single program is tracked with associated direct revenues and expenses without the overhead element. Once a patron is in the facility it is difficult to track every activity. Mr. Peek again suggested that tennis fees reflect an equitable increase with other program fee increases. In response to a question from Cindy Matsumoto, Ken Fisher stated that all recreation fees were increased across-the-board last year. She questioned raising recreation fees two years in a row. Liza Simpson pointed out increased operational costs associated with the new Recreation

Center and Mr. Fisher believed the other component is eliminating the City and County recreation cards. Joe Kernan suggested raising tennis lessons and other fees by 10% to make them more in line with other increases. Ken Fisher pointed out that if tennis passes are too high, players will not buy them. Private lesson charges are similar to Salt Lake prices. Mr. Kernan believed more revenue can be raised in lessons and court time. Ms. Simpson believed private lessons should be raised and felt the increase for resident children is too high at 37.5%; it should be a $2 spread. Alex Butwinski pointed out that the new center will be a world class facility and a hundred times better than the Racquet Club. Resident indoor court fees and passes should be increased in tandem. At a minimum, the passes should go up 10% and if that does not work, raise the hourly court fee. The tennis community was very vocal about building a quality facility and should pay for direct improvements.

Mr. Butwinski spoke about the 80% cost recovery level dropping to 70% and Mr. Fisher clarified that this percentage includes tennis and recreation. Utilities are paid from a public works facilities budget. Ken Fisher explained that it was set at 70% for four or five years but was overlooked and not amended in the fee resolution.

With no further time available, the discussion on the budget was continued to the regular meeting.

**4. Planning Commission interviews.** Council interviewed Chuck Kingenstein, Douglas Stephens, Elizabeth Shaffer, Jack Thomas, Leslie Moss and Nan Worel for two vacancies on the Planning Commission.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**JUNE 2, 2011**

## I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 2, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tommy Youngblood, Special Events Coordinator; Ken Fisher, Recreation Manager; Heinrich Deters, Trails Coordinator; Hugh Daniels, Emergency Management Manager; and Mark Harrington, City Attorney.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

## IV RESIGNATIONS AND APPOINTMENTS

Consideration of three appointments to the Historic Preservation Board for terms expiring May 1, 2014 – Liza Simpson, "I move that we appoint Katherine Matsumoto-Gray, Judy McKie and Puggy Holmgren". Joe Kernan seconded. Motion carried. The Mayor indicated that Roger Durst was asked to remain involved on the HPB as an advisor which would be a non-voting position.

| | |
|---|---|
| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye; Abstention on appointment of daughter |
| Dick Peek | Aye |
| Liza Simpson | Aye |

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

Liza Simpson, "I move we approve the Consent Agenda". Joe Kernan seconded. Motion unanimously carried.

1. Consideration of a Resolution proclaiming June 2011 as World Refugee Month in Park City, Utah and encouraging participation in the Around the World in Seven Days Event – Staff recommends approval.

2. Consideration of approval three individual Quit Claim Deeds for three City-owned remnant parcels adjacent to Claimjumper Court, Park City, Utah, in forms approved by the City Attorney – See staff report in meeting packet.

3. Consideration of a Construction Agreement Amendment for Change Order 4 in a form approved by the City Attorney, with JB Gordon Construction, Inc. for the construction of the Rail Trail Water Lines for a lump sum amount of $192,390 – See staff report in meeting packet.

4. Consideration of award of construction contract to Miller Paving in the amount of $613,449 for the Comstock/Sidewinder Walkability Project, in a form approved by the City Attorney – See staff report in meeting packet.

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

1. Consideration of a Master Festival License for the Wasatch Back Relay – Ragnar Events LLC – Tommy Youngblood reported that Ragnar will be the same size as last year with 12,500 racers and up to 7,000 spectators expected. Last year the finish was staged at the Canyons which created traffic problems. This year, the finish line will be at Dozier Field and he detailed a number of parking lots within and outside Park City, including the Park and Ride Lot. Staff feels that Ragnar has worked hard over the past four months to solve identified problems. UDOT, UHP and others feel the traffic and parking plan will work well. Mr. Youngblood described the route in detail and stated that a debrief will be conducted within a week of the event. Staff recommends approval as conditioned. Liza Simpson suggested that Quinns be staffed so parking is not taken away from the lacrosse tournament by Ragnar patrons searching for parking and the organizers appreciated her comments. Mr. Butwinski believed the event is good for economic development and he complimented staff and the organizers for managing potential impacts. Water stations will not be located in residential neighborhoods. The Mayor opened the public hearing; there were no comments and the public hearing was closed.

Mayor Williams also thanked the organizers for being diligent in finding solutions. Liza Simpson, "I move we approve the Master Festival License for the Wasatch Back Relay". Alex Butwinski seconded. Motion unanimously carried.

2. Consideration of a Resolution establishing a memorial and community project donations policy for Park City, Utah – Heinrich Deters explained that this item was before Council on January 27 and February 17, 2011. The City currently does not have a policy dealing with memorial donations on public property and this proposed policy will provide a process, including reviewing and tracking donations. In February, Council provided some direction specifically regarding the review and notification processes and a tier system was created to guide the location by type of donation. Historically, trees and benches have been donated but the policy includes a donation wish list which includes unbudgeted items that provide a benefit to the community. He explained that Tier 1 considers typical donations in urban green spaces received in the past or items on the donations list. Tier 2 includes donations in green spaces which would be addressed by the City Council in a work session where direction would be given on an application with some notification to the public and Tier 3 relates to bonded open space which would require formal action by the City Council at a regular meeting with public notice.

Mr. Peek asked about the process for residents in a cul-de-sac desiring to make landscaping improvements on adjacent City property, for instance. Heinrich Deters recognized these certain situations and felt the City has worked well with residents on a case-by-case basis. The Mayor opened the public hearing; there were no comments and the public hearing was closed.

Liza Simpson, "I move we approve a Resolution establishing a memorial and community project donations policy". Dick Peek seconded. Motion unanimously carried.

3. Consideration of an Ordinance establishing compensation for the Mayor, City Council and Statutory Officers for Fiscal Year 2011-2012 for Park City, Utah – Mark Harrington encouraged acknowledgement of the iPad stipend if a motion is made and explained that the taxable value of the device will be shown as compensation for each member and to achieve a net effect in compensation levels, an increase would need to be made. Cindy Matsumoto believed direction was that the City was covering all costs.

Alex Butwinski indicated he has additional thoughts on compensation and noted that Council did not accept the proposed 2% raise last year and he asked if members want to consider a pay raise now. Bret Howser discussed flipping the pay plan years where the 2% was given in 2010 and the market increase scheduled in 2011 appeared in the recommended budget. Last year Council decided not to take the market increase and instead to transfer the funds in the travel budget. The market adjustment would have increased compensation from $11,405 to $14,588 a year for Council members and $22,556 to $23,090 a year for the Mayor. In response to a question from Ms. Matsumoto, Mr. Howser verified that these figures were consistently based on comparisons with other cities.

Cindy Matsumoto, "I move to continue this until next week". Dick Peek seconded. Motion unanimously carried.

4. Consideration of a Resolution adopting a Comprehensive Emergency Management Plan for Park City, Utah – Hugh Daniels explained that every year, the CEMP is adopted which outlines emergency planning and a response plan for the City. An adopted plan is needed to meet the National Incident Management System requirements which affect eligibility for federal funding. NIMS compliance is required for FEMA assistance, mitigation funds and for a number of federal grants. It is a living document and changes are made as needed which are ratified annually. The Mayor invited public input; there was none.

Liza Simpson, "I move we approve Resolution adopting a Comprehensive Emergency Management Plan". Cindy Matsumoto seconded. Motion unanimously carried.

5. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2011 and the budget for fiscal year 2012 for Park City Municipal Corporation and its related agencies – The Mayor opened the public hearing; there were no comments from the audience and the public hearing was closed.

The work session discussion on the budget, specifically recreation fees, continued. Ken Fisher relayed comparables for hourly court fees in three Salt Lake facilities which range from $14 to $21. The City is currently at $22 and proposing $24. Private lessons range from $55 to $70 an hour and Park City is at the average at $61. He suggested that when the head tennis pro comes on board, a higher rate be charged which is common in the industry. Discussion ensued on locals using SLC facilities during the remodel and again attracting these players to the new recreation center. Joe Kernan suggested offering specials to bring people back rather than offering reduced fees. Liza Simpson explained that philosophically she has a problem with other recreation rates going up while the price of hourly lessons remains the same. Cindy Matsumoto encouraged pricing within the market as we want players to be there although there should be a higher rate for the head professional, perhaps $70. She can support an increase for lessons but not court time and passes. Joe Kernan stated he is okay increasing either or both.

Mr. Butwinski relayed that he is in favor of a 10% increase for tennis passes and suggested offering an early sign-up special for users. The hourly court fee should be analyzed to make the formula work for passes. Ms. Simpson supported an increase but felt staff should determine the appropriate percentage and was most interested in raising private lesson prices and lowering the resident child drop-in fee. Ken Fisher indicated that a 10% increase would raise an individual tennis pass to $1,100, a couple to $1,950 and a family to $2,160 (for three people with an additional fee for more members). Members agreed with the proposed fee. Members suggested private tennis lessons to be priced at $70 with the head pro and $64 with a pro.

Mr. Fisher explained that the theory behind establishing fees is to set the window pricing the highest and the reason for this is that it takes more front desk time to check-in users while punch cards and passes can be processed electronically and there is no exchange of money. With regard to the increase in resident children's drop-in rates, he reiterated that it is much quicker if kids scan a pass rather than staff checking them at the front desk. Liza Simpson suggested adjusting the drop-in rate to $3 and the punch card to $25. Members agreed.

Alex Butwinski requested more information on the costs of running the new Recreation Center, specifically as it relates to establishing a cost recovery level, acknowledged that this is a future policy discussion. Mr. Howser stated that indirect and utility costs will be provided for that analysis. The Contingency Fund policy was explained. Mr. Howser confirmed for Ms. Simpson that local contractors can match the low bid to be selected and Mark Harrington advised that state law requires that bids be awarded to the lowest qualified bidder. RFPs have more flexible criteria. Bret Howser added that there will be a couple more changes to the purchasing policy and budget policies will be considered for adoption next week.

Liza Simpson, "I move we approve a Resolution adopting a tentative revised budget for fiscal year 2011 and the budget for fiscal year 2012 for Park City Municipal Corporation and its related agencies." Joe Kernan seconded. Motion unanimously carried.

**VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

None.

**VIII ADJOURNMENT**

With no further business, the regular meeting of the City Council was adjourned and a closed session convened.

**MEMORANDUM OF CLOSED SESSION**

The City Council met in closed session at approximately 7:15 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Diane Foster, Sustainability Manager; Jon Weidenhamer, Economic Development Manager; Thomas Eddington, Planning Manager and Mark Harrington, City Attorney. Alex Butwinski, "I move to close the meeting to discuss ". Liza Simpson seconded. Motion carried unanimously.

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

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**JUNE 9, 2011**

**Present:** **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; Dick Peek; and Liza Simpson**

**Tom Bakaly, City Manager; Mark Harington, City Attorney; Bret Howser, Budget Manager; Kathy Lundborg, Water Manager; Nate Rockwood, Budget Analyst; Joan Card, Environmental Manager; Rhoda Stauffer, Affordable Housing Project Manager; ReNae Rezac, Sustainability Analyst; Kent Cashel, Transportation Manager; Diane Foster, Environmental Sustainability Manager; Tyler Poulson, Environmental Sustainability Project Manager**

**1. Council questions/comments.** Liza Simpson congratulated Lori Collett for receiving the award from Government Finance Officers' Association; thanked Rob Lea for his years of service on the Recreation Advisory Board; and requested updates on the Avalanche Soccer Tournament; the historic tunnel next to the Liquor Store; and electronic EDEN billings for water. Alex Butwinski added that the Avalanche Tournament was outstanding and noted the Planning Commission had received an update on the General Plan. Mayor Williams agreed that the Avalanche Tournament was an amazing event and he received many compliments on our fields and facilities. He also participated in the Rail Trail Event. He relayed input from business owners in Prospector Square and Ironhorse District who had been approached by Comcast to provide services; however, there was no infrastructure to support those services.

**2. Water Fund Budget and outstanding budget issues.** Nate Rockwood, Budget Analyst, and Kathy Lundborg, Water Manager, discussed water fees, which were included in the Fee Resolution. The Water Fund is in flux between several different options and Staff will submit final options at the next meeting. Staff stated the most cost effective method to accomplish the City's water needs, based on the Water Fund Model, requires a fee increase of 12% to cover capital and operating costs of the fund. The increase is primarily needed to cover State and Federally mandated projects required to meet EPA regulations.

Kathy Lundborg explained that both the Prospector Drain and Judge Tunnel projects were federally mandated projects. Staff has identified the worst-case scenario because we do not yet know what the projects will entail; however, the projects should be better defined by the next fiscal year. She emphasized the water fee increase was not related to growth and was the result of new federal regulations being applied to existing water sources.

As a clarification to Prospector Drain and Soils Repository costs coming from water service fees, Manager Bakaly explained there were operations and treatment issues involved, and they were funded from both water and the general fund. Soils from both the Boothill Transmission Line and Bonanza Project were moved to the soils repository. Joan Card clarified that EPA designated the Prospector Drain as a point source and has required the City to clean it up under the Clean Water Act. Based on past studies and current work being performed by URS, we suspect it is leaking into shallow ground water and coming out the drain.

Council and Staff briefly discussed whether incremental pricing had an impact on conservation efforts. Many people are willing to pay higher fees in order to have grass. Staff is confident the new metering system will aid water management efforts.

Nate Rockwood also noted that staff had changed Recreation Fees as directed by Council in a previous meeting.

**3. Elected statutory officer compensation ordinance.** Budget Officer Bret Howser reported that Staff had prepared additional information regarding the Elected and Statutory Officer Compensation Ordinance based on Council's direction to return with further analysis. Through a PowerPoint presentation, he illustrated the history of Council Compensation since 2002, which totaled 7.8%. He noted that Council deferred their raises last year and placed the funds in their Meetings and Conferences budget.

Mr. Howser explained potential market adjustment grid in the Staff Report was based on the top 2-6 comparison cities of the 2011 benchmarking data. He noted the result would have a zero sum budget impact on the Council budget.

Council members discussed the compensation benchmark reports, comparing the 2009 data with 2011 data. Joe Kernan suggested that they combine salaries and benefits and refer to council compensation a total salary. Council members commented that some members of the public may be able to run for office if compensation was commensurate with the amount of work that goes with the job. They all believed an increase at this point was justified because they had deferred increases in the past; they supported using the 2009 Data and increasing total compensation value to the average of the top 2-6 benchmarked cities. Since Council members are not eligible for bonuses, Liza Simpson wanted to have further discussions regarding the impact on Council of eliminating raises and placing the funds for the 2% off-year raise into the at-risk bonus pool. Council members concurred with setting Manager and Attorney compensation at 5% below the level of the top five cities using 2009 data.

**4. Senior Strategic Plan.** Rhoda Stauffer, Affordable Housing Project Manager, introduced members of the Senior Issues Working Group who were present: Carma Burns, Linda Morrison, Paul Wisniewski, Carlene Gardner and Dan Schweikert, and Anita Lewis.

Ms. Stauffer explained that Council directed Staff to conduct a survey of senior issues at the 2009 Council Visioning Session and Staff reported on the survey results at the 2010 Visioning. A working group, composed of representatives from Summit County, Park City, Summit County Health Department, Mountainlands Association of Governments Aging Services, the three Senior Centers in Summit County and Park City, and a local physician's office serving many seniors, has been meeting to address the issues. The group reviewed findings of the survey and compiled lists of existing program and services, and framed goals to meet the gaps in services and programs.

At this point, Staff is seeking input from Council on the goals, objectives, and strategies formulated by the working group before moving on to set timelines, next steps and assignments. This information will also be presented to the Summit Count Council for their input.

Sustainability Analyst ReNae Rezac explained that <u>Goal I Information Dissemination</u> was the first of three key issues that were identified through the citizens' survey and the group's objective is to ensure efficiency in communications efforts. <u>Goal II Program Participation</u> focuses on expansion of programs and service options. They found that only 10% of Summit

County senior citizens utilize existing senior programs. Goals III and IV focus on "Age-in-Place" Programs and Housing Programs and the exploration of options to find a fit for seniors in Summit County and Park City. The objective of Goal V Transportation is to increase and improve transportation assistance options.

Anita Lewis thanked Council for moving forward with the Strategic Plan and for including Summit County in the discussions. She pointed out that most people did not understand the City/County boundaries and they appreciate being involved in this endeavor.

Council members supported the efforts of the group and encouraged them to move forward.

**5. City Fleet Fuel Strategy**
Diane Foster, Environmental Sustainability Manager; Kent Cashel, Transportation Manager; and Tyler Poulson, Environmental Sustainability Project Manager were present for the discussion. Diane Foster requested discussion and direction the three topics presented in the Staff Report.

Public Electric Vehicle Charging Stations in Park City. Diane Foster explained staff incorporated a cross-departmental approach to understand the breadth of the challenge in providing EV infrastructure. There are three types of charging stations, two of which exist currently: Level 1 = eight to 20 hours, plug into normal 120 volt AC socket; Level 2 = 3 to 8 hours, plug into 240 volt AC plug, requires special equipment. EV infrastructure is in its infancy. Most installations are being supported by US Department of Energy grants. The staff team identified several options ranging from continuing with the grant application and working with Utah Clean Cities and other Utah communities to develop an EV infrastructure plan fur Utah, including Park City; developing a plan to install one or two free Level 1 municipal charging stations in China Bridge; or developing a plan to install one or two free Level 2 municipal charging stations in China Bridge.

Liza Simpson requested an evaluation of what might be required to install Level 1 stations in China Bridge, which could be also used to supply electricity for special events. She encouraged having multiple outlets on top of China Bridge. Council Members directed Staff to pursue option 1, with the addition of researching special electrical needs to the scope. Staff indicated they would conduct further research into costs to the City, how it would increase the City's carbon footprint because it would not include a charge card, but not go so far as to identify every possible issue.

Electric Trolley Project. Kent Cashel explained the City had entered into a Letter of Intent with Utah State University's Energy Dynamics Lab to use the City's trolley as a demonstration project and had pledged $140,000 funds. No funds have been expended, and none will be spent without additional Council approval. He explained there had been some operational issues which resulted in the recommended change in direction. Operational requirements of the current technology would require a 15-minute dwell time at the Transit station for charging, which would result in a 25% reduction in frequency, or necessitate two trolleys running concurrently, significantly increasing operating costs.

Diane Foster noted that EDL would still like to partner with Park City Municipal and Staff believes it is in the City's interest to remain committed to our good relationship. She reviewed parameters of the revised project proposal, which involve a change to a market-ready EV automobile which could be used as a fleet vehicle; charging method to utilize a flat charging pad; educational signage; financial support from funding that was previously committed, parameters of which would be presented to Council before any money was spent. If Council concurs, the project would continue with very limited staff time. This would provide the engineering team at USU and the Energy Dynamics Lab with learning and provides promotion for this technology, while achieving Council Goals. Mayor Williams encouraged Staff to look at using solar power for the charging system. Liza Simpson suggested that the truck used for watering flower baskets on Main Street would be a good candidate for this project. Council directed Staff to pursue Option 3 and to continue the partnership, maintain the project funding, and return to Council at a later date regarding a revised project and recommended modification to the Letter of Intent.

<u>Public Transit Fuel Strategy</u> – Diane Foster explained that during 2009 Visioning, Council directed staff to monitor new developments in alternative fuels and technology and to keep them informed. Staff has received input from individuals in the County who expressed a desire to move the fleet to Compressed Natural Gas (CNG). In addition, Salt Lake City is planning a test CNG program with their bus system. The City has been running on bio-diesel mixture for the past five years and in the warmer months, 20% of the fuel is biodiesel, while in the winter the percentage is reduced to 5% to avoid gelling.

Staff outlined main concerns with moving the City's fleet to CNG or conducting a pilot program at this time: program price would be too high; fueling infrastructure is in $2.5 to 3 million range; price of CNG likely to increase significantly; CNG will never be a carbon-free solution; our bus replacement schedule doesn't allow for a reasonable test; natural gas retrieval from the ground utilizes chemicals harmful to human health; and, fuel technology is changing very rapidly. Ms. Foster noted that making a wholesale commitment to this would preclude Park City from changing to other technologies such as electric buses.

Liza Simpson referred to the food for fuel debate and asked when in the future we might expect advances in bio fuels that may lead to sharp declines in food for fuels and improve greenhouse gas (GHG) emissions. Tyler Poulson responded an example of that would be algae fuel as a bio fuel, which was a few years out. Mayor Williams mentioned certain grains that don't go into the food chain, i.e., switch grass. Councilor Simpson desired a pointed discussion about the pros and cons between the two options. Before making the decision to remain on the bio fuels program, or returning to diesel, she wanted more information. Council members advised Staff to pursue Option 2 and continue to maintain the current Council-directed strategy of monitoring new developments in alternative fuels and maintain current bio-diesel mix in the bus system.

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**JUNE 9, 2011**

## I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:00 p.m. at the Marsac Municipal Building on Thursday, June 9, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lori Collett, Finance Manager; Bret Howser, Budget Officer.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Liza Simpson congratulated Lori Collett, Finance Manager and the Finance Department and City Manager, for receiving a Certificate of Achievement for Excellence in Financial Reporting for the CAFIR report, which the Comprehensive Annual Financial Report. She also thanked Rob Lea for his many years of service on Recreation Advisory Board.

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

Robert Moyer, sponsor and financial underwriter of the Avalanche Tournament, expressed appreciation to the City. He stated they overcame many obstacles to hold the event in Park City and it was a success.

## IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 26, 2011

Liza Simpson, "I move to approve the work session notes and minutes of May 26, 2011 as written. Joe Kernan seconded. Motion unanimously carried.

## V RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointment of two Planning Commission members to fill unexpired terms to July 2013 and July 2012

Dick Peek, "I moved to appoint Nan Worel to fill an unexpired term on the Planning Commission to July 2012 and Jack Thomas to fill an unexpired term on the Planning Commission to 2013." Alex Butwinski seconded. Motion unanimously carried.

2. Consideration of the appointment of Patricia Ball, Marlene Ligare and Suzette Lamb Robarge to the Library Board for terms expiring July 2014

Cindy Matsumoto, "I moved to appoint Patricia Ball, Marlene Ligare and Suzette Lamb Robarge to the Library Board for terms expiring July 2014". Joe Kernan seconded. Motion unanimously carried.

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

Alex Butwinski, "I moved to approve the Consent Agenda, Items 1, 2, and 3." Liza Simpson seconded. Motion unanimously carried.

1. Consideration of a Resolution supporting the Road Respect Campaign in Park City, Utah

2. Consideration of a Resolution authorizing the City Manager to waive building related fees for renewable energy projects in 2011

3. Consideration of the award of a banking services contract to Zions Bank, in a form approved by the City Attorney

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

1. Consideration of a Resolution amending Section 1, Construction and Development related fees; Section 2, Water Fees, Section 8, Recreation Services and Facility Rental Fees; Section 9, Ice Arena and fields Rental Fee Schedule and replacing and repealing Resolution No. 13-10 in its entirety – City Manager Bakaly stated Staff had presented the resolution for discussion during work session today and last week. The Mayor opened the public hearing. There was no input. Liza Simpson, "I move approval of a Resolution amending Section 1, Construction and Development related fees; Section 2, Water Fees; Section 8, Recreation Services and Facility Rental Fees; Section 9, Ice Arena and Fields Rental Fee Schedule and replacing and repealing Resolution No. 13-10 in its entirety". Cindy Matsumoto seconded. Motion unanimously carried.

2. Consideration of a Resolution adopting a final revised budget for fiscal year 2011 and the budget for fiscal year 2012 for Park City Municipal Corporation and its related agencies - Mayor Williams opened the public hearing. There was no input. Cindy Matsumoto, "I move to continue the hearing until June 16, 2011". Liza Simpson seconded. Motion unanimously carried.

## VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

There was none.

## IX ADJOURNMENT

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

**MEMORANDUM OF CLOSED SESSION**
The City Council met in closed session at 2:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Thomas Eddington, Planning Director; Phyllis Robinson, Public Affairs Manager; Jonathan Weidenhamer, Economic Development Manager; Michael Kovacs, Assistant City Manager. Alex Butwinski, "I move to close the meeting to discuss property and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at 4:00 p.m. Cindy Matsumoto, "I move to open the meeting". Alex Butwinski seconded. Motion unanimously carried.

The City Council reconvened in closed session at the adjournment of the regular meeting. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy

Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jonathan Weidenhamer, Economic Development Manager; and Phyllis Robinson, Public Affairs Manager. Alex Butwinski, "I move to close the meeting to discuss property and litigation". Cindy Matsumoto seconded. Motion carried unanimously. The meeting opened at approximately 8:30 p.m. Joe Kernan, "I move to open the meeting". Cindy Matsumoto seconded. Motion unanimously carried.

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

Prepared by Sharon Bauman, Deputy City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**JUNE 16, 2011**

**Present:** **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; Dick Peek; and Liza Simpson**

**Tom Bakaly, City Manager; Mark Harington, City Attorney; Bret Howser, Budget Manager; Nate Rockwood, Budget Analyst; Jed Briggs, Budget Analyst; and Thomas Eddington, Planning Director; Katie Cattan, Planner; Jason Glidden, Business Development Manager Ice Rink**

**1. Council questions/comments.** Dick Peek attended the Historic Preservation meeting, which was the last meeting for outgoing members Ken Martz and Roger Durst. Cindy Matsumoto announced a new Habitat for Humanity program designed to assist people in need with home projects. Liza Simpson thanked Share the Road participants as well as Pace Erickson for his response to her questions about paperless water billing. Dana Williams met with a woman who arranges Chinese business tours and is interested in involving Park City. He relayed a request from a business owner in Bonanza Park to investigate outdoor dining policies, as well as a request to turn on water at the dog park.

**2. Monthly financial update.** Jed Briggs, Budget Analyst, presented monthly budget reports which had been updated and reflected actual revenues and expenditures. He reported that sales tax projections were up and budget adjustments reflect that all departments are coming in close to the budget.

The Work Session was running ahead of schedule and Council moved to the discussion of High Altitude Training.

**3. High altitude training.** Jason Glidden, Business Development Manager for the Ice Rink, reported that as part of the 2009 Economic Development Plan Staff had introduced high altitude training as a key component of Council's goal of creating a world-class, multi-seasonal resort community. During the 2011 Council Visioning sessions, Council directed staff not to proceed with research on new facilities at Quinn's Junction, but to bring them information about private proposals as they came in. In an effort to make better-informed decisions on future opportunities, Staff proposed a three-step plan to gain a better perspective of the elements of high altitude training in order to position Park City as a premier location for such training.

The three components include a recreation needs assessment, a goal setting session, and consultation. The last joint regional study was done in 2001 and the most recent needs assessment was performed by the City in 2007. Staff has met with Basin Recreation to discuss the possibility of combining a study this fall. Costs could range from $20 - $40,000, funds are in the budget, and the cost would be shared with Basin Recreation. As part of Council Goal 5 – Recreation, Trails and Open Space, staff has begun conversations with local organizations involved in athletic training in order to set goals. Staff also recommends consulting with industry experts to get a better idea of better utilizing existing facilities. He noted there are not many high altitude-training facilities and our proximity to Salt Lake gives Park City a competitive advantage as teams can come in very quickly. No funds would be committed without Council approval.

Council members and Staff discussed the components of the three-step plan and after lengthy discussion, directed Staff to define elements of High Altitude Training utilizing the steps discussed in the Staff Report and moving forward with a regional “assessment of facilities”, not a “needs assessment”, in partnership with Snyderville Basin Recreation. The assessment will help identify facility needs based on utilization of what currently exists. That information will help Council determine whether there are high altitude training opportunities that might meet those needs. They noted the new Recreation Center would increase recreational opportunities.

**4. General Plan update**. Thomas Eddington, Planning Director, and Katie Cattan, Planner, introduced elements of the General Plan as well as the proposed schedule for the rewrite. The Planning Commission has discussed the General Plan five times since the start of the rewrite in November 2009 and Planning Staff held several public outreach meetings in 2010 at the Eccles Center and in locations convenient to all community neighborhoods.

Ms. Cattan reported that Staff had created a comprehensive plan, layout, and branding. They are currently focused on the introduction and the connection to visioning. As each chapter is finalized, they will undergo interdepartmental review to consider trends and use the filter for goal setting and implementation so the final produce will be an integrated product. The Planning Commission has requested a visual document and in the final stages, Staff will be seeking an artist who can put visualization to words. The Planning Commission will receive monthly updates and Staff plans to update Council every other month throughout the process.

Mayor Williams expressed concern that the schedule was very aggressive and that Council had not been included in general discussions, public input, and outreach. Council members requested that the final document be presented at a joint Planning Commission/City Council meeting. Staff and Council discussed a plan to provide Council with copies of the staff report that is prepared for the monthly Planning Commission update.

Liza Simpson noted that the timeline did not include getting the Bonanza Park Supplement completed first. This prompted a discussion of priorities and workload. City Manager Bakaly stated the Bonanza Park Supplement would affect more than just the current application. Staff wants to have a dialogue with Council and the Planning Commission on July 7th regarding priorities and how Staff should address those. Planning Manager Eddington noted that Bonanza Park was a microcosm of the whole community and some of the policies set there may transcend to other neighborhoods.

Mayor Williams believed it was apparent at the Bonanza Park open house the applicant was interested in pursuing things that were not in conjunction with the overriding principles. There was discussion about moving height out to the edges of the project. Manager Bakaly concurred that expectations might be different from both sides and the Planning Commission might want to discuss height. Attorney Harrington stated the City currently has a pre-application, and the applicant has expressed a willingness to pull back that pre-application in the context of first going through the planning process.

Alex Butwinski questioned the need for a supplemental plan, within the General Plan, for a specific area. Planner Cattan explained that general plan documents typically incorporate sub-area plans. When a community is expecting new development, or redevelopment, it is helpful to guide the outcome in those areas. Manager Bakaly emphasized the special meeting would focus on policy goals for redevelopment, which will drive the general plan discussion.

Planning Manager Thomas Eddington announced that the Planning Department had hired a contract planner to work on day-to-day planning activities for one year. This will allow Katie to work primarily on the general plan.

Ms. Cattan described the layout, which will be consistent for all chapters. Each chapter will discuss facts and current trends, the filter, and goals, implementation and measurable indicators of each.  Council members asked Staff to find an alternative to “actualized”. Staff explained there would be a lot of overlap between the chapters.  Ms. Cattan mentioned they would issue RFPs for assistance with special studies, reviewing trends and identifying solutions.

Ms. Cattan clarified that she would update City Council the same week as the monthly Planning Commission discussions and Council members could request more information as necessary.

Work Session Adjourned and Council conducted Recreation Advisory Board interviews:  Dave Helgeson, Jay Townsend, Rod Riley, Scott Maizlish, Casey Bailey, Michael Barille, Kraig Moyes and Paul Anderson. .

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**JUNE 16, 2011**

## I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:00 p.m. at the Marsac Municipal Building on Thursday, June 16, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Budget Officer Bret Howser; and, Human Resources Coordinator Brooke Moss.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There was none.

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

There was none.

## 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")*

Joe Kernan, "I move we approve the Consent Agenda". Alex Butwinski seconded. Motion carried unanimously.

1. Consideration of a Resolution authorizing the Mayor to join the Partnership for a New American Economy.

## IV OLD BUSINESS

1. Consideration of an Ordinance establishing compensation for the Mayor, City Council and Statutory Officers for Fiscal Year 2011-2012 for Park City, Utah – Bret Howser, Budget Officer, pointed out that taxes in the amount of $240 related to the purchase of Council I Pads had not been added to the Council Compensation Ordinance in the packet. He distributed an updated Ordinance to Council Members. Staff was in the process of determining how I Pads would be addressed in the future, whether it will be a stipend or the actual device. Attorney Mark Harrington suggested that Section 3 Benefits be clarified to state that Council shall receive an I Pad or IT equipment consistent with adopted policy.

Joe Kernan requested that the ordinance show total compensation value rather than salary and benefits. He felt that would simplify future discussions about Council salaries. Attorney Harrington felt the issue could be addressed from an administrative level by giving direction that all publicity and non-budget documents should be based on the total compensation figure.

Mayor Williams opened the public hearing. There was no input and he closed the hearing.
Joe Kernan, "I move approval of the Ordinance establishing compensation for the Mayor, City Council and Statutory Officers for Fiscal Year 2011-2012 for Park City Utah with the addition of

language in Section 3 Benefits regarding equipment added by Mark Harrington". Cindy Matsumoto seconded. Motion unanimously carried.

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

1. Resolution adopting the revised Personnel Policies and Procedures Manual, effective July 1, 2011, for Park City Municipal Corporation – Human Resources Coordinator presented the draft Policies and Procedures Manual, which included changes discussed previously with Council. Liza Simpson and Joe Kernan suggested clarifications to Section 5 regarding job families. Mayor Williams requested public input. Hearing none, he closed the hearing.

Liza Simpson, "I move we approve a Resolution adopting the revised personnel Policies and Procedures Manual, effective July 1, 2011, for Park City Municipal Corporation". Joe Kernan seconded. Motion carried unanimously.

2. Consideration of a Resolution adopting a final revised budget for fiscal year 2011 and the budget for fiscal year 2012 for Park City Municipal Corporation and its related agencies - Budget Officer Bret Howser noted minor adjustments that did not impact policy and recommended that Council hold a public hearing and consider approval of the budget. Mayor Williams opened the public hearing. Hearing none, he closed the hearing.

Liza Simpson, "I move we approve a Resolution adopting a final revised budget for fiscal year 2011 and the budget for fiscal year 2012 for Park City Municipal Corporation and its related agencies". Joe Kernan seconded. Motion carried unanimously.

**VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

There was none.

**VIII ADJOURNMENT**

The regular meeting adjourned at approximately 6:20 p.m. Council convened as Park City Redevelopment Authority and then as Park City Municipal Building Authority prior to meeting in closed session.

**MEMORANDUM OF CLOSED SESSION**

The City Council met in closed session at approximately 6:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Diane Foster, Sustainability Manager; Clint McAffee, Water Department;, Kathy Lundborg, Water Manager; Jason Christensen, Environmental Regulatory Coordinator; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss litigation, property and personnel". Liza Simpson seconded. Motion carried unanimously.

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

Prepared by Sharon Bauman, Deputy City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**JUNE 23, 2011**

**Present:** **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; and Liza Simpson**

**Tom Bakaly, City Manager; Mark Harington, City Attorney; Michael Kovacs, Assistant City Manager; and Kent Cashel, Transportation Manager**

**Jerry Benson, UTA Chief Operating Officer; Tina Bartholomew, UTA planner**

**Absent:** **Council member Dick Peek**

**1. City Council questions/comments.** Alex Butwinski reported that the Planning Commission adopted design guidelines for Park City Heights which will help keep the project on-track. Two new members joined the Commission last night, Jack Thomas and Nann Worel. Liza Simpson encouraged people to attend *Your Barn Door is Open* Event at the Farm and emphasized that residents should be aware of the guidelines for newly approved fireworks, specifically limits for discharge. She relayed information about a possible business code violation for the benefit of the City Manager. Joe Kernan reported on the interagency task force meeting which was well attended and informative.

Mayor Williams stated that he would like to resign from the Summit County Mosquito Abatement Board. The County designated two seats for Park City, but there is no representation for the Snyderville Basin where lot more control is needed because of the amount of standing water. Tom Bakaly explained that the reason for designating two seats is because Park City contributed more revenue than the benefit received. No direction was given.

**2. Delivery Ordinance update.** Michael Kovacs reported that there have been no police issues or complaints to dispatch with the implementation of the revised Ordinance. Early deliveries are made on upper Main Street first and lower Main Street has special conditions. He stated that Mr. Schafer emailed him thanking the City for enforcing the standards for lower Main Street. The HPCA expressed that it has no concerns. Council members felt Main Street deliveries should continue to be monitored during the summer.

**3. Transit Service Inter-local Agreement.** Kent Cashel explained that census data indicates a strong demand for public transit between Park City and Salt Lake City and it is also identified in a variety of surveys. There appears to be a need for skier shuttles as well as transportation for non-resident employees who support recreation-related businesses. He stated that he receives many direct requests for the service. Robust bus systems are being developed on the Wasatch Back and Wasatch Front and it is time to link those two areas. Transportation networks actually make a link workable. Mr. Cashel pointed out that the City's transportation strategy is transit as there aren't many projects for enhancing roads. He emphasized that models show that traffic is going to continue to grow and using alternative transportation is the preferred option as opposed to building more highways. Envision Utah just completed the Canyons study which looks 30 years into the future. It is somewhat focused on the Wasatch Front, but recommends leveraging one of Utah's prime assets which is making our mountain resorts more competitive. This potential service was a result of that study and there are several reasons this makes sense.

He stated that regional service was first introduced in 2000 and remains a high priority project. In 2008, Summit County, Park City and UTA entered into a Letter of Intent to explore the service and return with a recommended plan which is where we are today. UTA approached the City in 2010 with an offer to operate the commuter service which should be operational by the winter. He suggested moving forward with the Inter-local Agreement and refining details later as the operational plan seems economically feasible. Stops have been identified and a schedule has been created. Equipment is lined up, roles and responsibilities have been detailed for each entity and a draft Agreement is included in the meeting packet.

Kent Cashel described the anticipated route which will take about 45 to 90 minutes, depending on the beginning location in Salt Lake. There will be five buses coming up in the morning and three going down so two buses will stay in the Ironhorse Transit Center until the afternoon. The number of buses will drop to four in the off-peak season. The 45 foot buses are well equipped and worth about $600,000 each. They have Wi-Fi, high back comfortable seats and are able to accept electronic payment cards and/or passes which may be convenient for large employers. He explained that a fare set at $5.50 should break even but there is some risk as it takes about three years to reach full ridership. UTA charges the same fee for similar service in its system. The UTA unlimited monthly pass price is based on an average of 22 rides and is not discounted, although major employees may have the opportunity to negotiate discounted passes. Small businesses can join together and form a consortium and there are tax incentives for employers subsidizing transportation. Employees can also cover their transportation costs by participating in cafeteria plans.

UTA is really doing everything in terms of running the system by providing the buses, drivers, supervision, maintenance, fare collection and reporting, electronic fare data, federal programs, and marketing. There is a lot of work involved with implementing a new route and the City is receiving a turn-key operation. Mr. Cashel stated that as a partner, the City will provide some vehicle storage, emergency support, and assistance with fare card sales. UTA has already developed a web page and has established a marketing network and the City can reach its direct market, like local businesses. The financial model is established so fares and ridership equals a break-even point but there are some risks including a learning curve to reach full ridership or inaccurate projections. He spoke about potential operational and regulatory risks taken on by UTA. Discussion ensued on refining language in the inter-local to address operational deficits and surpluses. In the event of a deficit, the City's and County's annual cap is set at $235,000 and UTA has offered to make steps to reduce overall costs by $180,000. Mr. Cashel believed that with UTA taking on operational risks and running the system, this seems like a very fair deal. Projections would have to come in at 60% or lower to trigger the $235,000 payment and 45% would shut the service down. He explained that the one-year agreement will include a 90 day termination clause but he recommended that there be a full operating cycle before deciding to stop service. Beyond providing service to and from the Valley, this is about forming a partnership to integrate a service so it is seamless for riders. Mayor Williams discussed establishing a partnership with the major resorts and employers in town which is critical. Mr. Cashel stated that a final inter-local will be presented on July 7, 2011 with start up proposed in October.

Jerry Benson commented that UTA has been asked about a connection to Summit County for many years and he is happy to be here with a solution. The Agreement allows them to go to the next step but in an open and flexible way. UTA's attitude is let's work together closely to make this a success. The project management team meeting regularly to evaluate the performance of the system and being able to make adjustments in operations or marketing will be a good strategy. That type of approach will be effective and it is unusual to be able to serve a market that has demand on both ends. UTA is happy to bring its operational expertise to the table.

The Mayor invited public input.

Francisco Astorga, SLC resident, stated that he looks forward to using this service which is a great opportunity for a variety of users.

Chris Lampe, Park City Mountain Resort, expressed support for a service benefitting workers and guests.

Kim Mayhey, Deer Valley Resort, explained her skepticism in the beginning, but over the last ten months she has become more convinced that this is the way to go. Entities have worked very closely with their scheduling needs, drop off locations, fares, etc. and it has been a thorough process. Deer Valley supports it 100%.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**JUNE 23, 2011**

## I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 23, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Dick Peek was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Katie Cattan, Planner; and Thomas Eddington, Planning Manager.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Treasure Hill Letter of Intent – Tom Bakaly reported that the Letter of Intent has been administratively extended for one month through July 2011.

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

None.

## IV RESIGNATIONS AND APPOINTMENTS

1. Consideration of an appointment to Historic Preservation Board to fill an unexpired term to July 2012 – Liza Simpson, "I move we appoint Alex Natt to the Historic Preservation Board for a term expiring July 2012". Cindy Matsumoto seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

2. Consideration of three appointments to the Recreation Advisory Board for terms expiring July 2014 – Liza Simpson, "I move we appoint Kraig Moyes, Paul Anderson and Ray Townsend to the Recreation Advisory Board for terms expiring in July 2014". Cindy Matsumoto seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

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

Alex Butwinski, "I move we take Consent Agenda Item No. 1 off the Consent Agenda". Liza Simpson seconded. Motion carried. Joe Kernan, "I move we approve Consent Agenda Items 2, 3, and 4". Liza Simpson seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

1. Consideration of a Resolution declaring Park City as "Park Civility" and proclaiming June 21, 2011 through September 21, 2011 as "The Season of Civility" in Park City, Utah – Matt Linden, Park City Leadership Class 17 member, explained that *Civility* was unanimously selected as the summer project and members are working with the Mayor, who based his campaign on Civility, and others in town. The project will promote awareness in the community about Civility and the potential result could create an image of Park City as one of the most civil places in the United States. The idea of selecting Civility also stems from the desire to improve communications with our Latino community and to address bullying in any form or situation. Mr. Linden stated that the Resolution presented to City Council will also be considered by the Summit County Council. Public service announcements will introduce the project to the community and there will be a float in the 4th of July Parade. Mr. Linden read the Resolution and Council members thanked the group. Cindy Matsumoto, "I move approval of a Resolution declaring Park City as "Park Civility" and proclaiming June 21, 2011 through September 21, 2011 as "The Season of Civility" in Park City, Utah". Joe Kernan seconded. Motion carried.

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|---|---|
| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

2. Consideration of a lease of City property/right-of-way for Flanagan's Restaurant and Bar located at 438 Main Street, in a form approved by the City Attorney – Approved.

3. Consideration of authorization to staff to execute the Fifth Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins & Associates, for general engineering services in an amount of $251,153 – Approved.

4. Consideration of authorization to staff to amend the Ironhorse construction contract with Jacobsen Construction Company, Inc. to increase the contract amount from $7,211,000 to $7,915,850 in a form approved by the City Attorney – Approved.

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

1. Consideration of an Ordinance approving a plat amendment for 929 Park Avenue, Park City, Utah – Liza Simpson, "I move to continue the plat amendment for 929 Park Avenue to July 21st". Cindy Matsumoto seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |

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| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

2. Consideration of authorization to the Mayor to transfer a portion of the Colman Parcel relating to 114 Hillside Avenue, Park City, Utah to the Dennis Peterson Trust and the Peggy Stuber-Peterson Trust, in a form approved by the City Attorney – Planner Katie Cattan introduced Dennis Peterson, the owner of the property since 1986. She explained that a plat amendment was processed in 2007 and the last step is transferring a portion of the Colman Parcel to 114 Hillside Avenue. City policy clearly states that the addition of the Colman Parcel can not be added to the size of the property used for calculating a future home on the lot. The original plat note limited the maximum footprint of a structure to 1,885 square feet but the Colman Parcel's square footage was not excluded from calculation. This error needs to be corrected and the resulting footprint under today's Code would be 1,736 square feet. She stated that the transfer will include a restriction regarding the Colman Parcel footprint and staff recommends approval as conditioned. In response to a question from Cindy Matsumoto, she explained that the original lot was significantly larger and described the easement for Sandridge Avenue granted by Mr. Peterson. The Mayor opened the public hearing; there were no comments from the audience.

Liza Simpson, "I move that we authorize the Mayor to transfer a portion of the Colman Parcel relating to 114 Hillside Avenue to the Dennis Peterson Trust and the Peggy Stuber-Peterson Trust, in a form approved by the City Attorney with the change noted by Katie (Cattan) about not including the Colman Parcel in the footprint calculation". Cindy Matsumoto seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

3. Consideration of an Ordinance enacting a temporary land use regulation pursuant to UCA §10-9A-504 and §15-1-7F of the Park City Land Management Code which prohibits approval of plat amendment applications filed after June 15, 2011 in the HR-1, HR-2, and HRL Zoning Districts for a period not to exceed six months until the City Council considers limits on the maximum building footprint allowed as a result of lot combinations in such zoning districts – Thomas Eddington explained that during the six month period the TZO provides, staff will conduct a complete analysis of lots in the HR-1, HR-2, and HRL Zoning Districts that could be subdivided or combined in response to some issues raised with regard to recent plat amendments, lot combinations, and building footprints before Planning Commission and the City Council. The footprint formula will be examined to determine if it is effective and to decide if there should be a maximum lot size established. Mr. Eddington pointed out that a few projects before Council dealing with lot combinations and footprint analyses prompted concerns about impacts of a larger building on the neighborhood.

Mayor Williams believed the formula was based on the ability to get more off-street parking and more open areas in Old Town and it was never the intent to encourage large structures through lot combinations. Ms. Simpson believed that the focus should not be whether the formula is correct but whether it is compatible and commended Mr. Astorga for his analyses on compatibility in the past. Alex Butwinski supported a new approach so mass and scale can be considered in determining compatibility. Thomas Eddington asked for direction regarding the extent of the TZO. Does it apply to new lot combinations only or should the analysis be based on already combined lots? The Mayor opened the public hearing. There was no input and the Mayor closed the hearing.

Mr. Eddington again asked for direction. Mark Harrington clarified by asking if this is a TZO for lot combinations in terms of owners looking to increase property area and increase footprint or does Council want a more thorough downzone, applicable to all properties regarding house sizes as may be implicated by the current ratio chart for lot combinations and vacant property. Mr. Harrington acknowledged that including all lots creates more of an equity issue because it is perceived as more of a downzone than adding restrictions. However, the approach would address compatibility on a district-wide basis although staff understood it is more of a lot combination issue. Staff has the ability to proceed under a pending ordinance either anyway. Ms. Matsumoto expressed her preference to look at all lots. Joe Kernan asked if it is correct to assume that most people building this summer season already have their approvals. Mr. Eddington believed so and pointed out the time needed for design review and with processing a lot combination.

Liza Simpson emphasized that there are vacant legal lots of record large enough to obtain a footprint which would be incompatible with the houses surrounding them and the owners may not need more than a building permit and HDDR. Mr. Eddington admitted that these types of applications may not need to go to the Planning Commission or the HPB but a new footprint calculation would be applied to the property. Ms. Simpson asked the City Attorney to describe his middle-ground option. Mark Harrington stated that it forces the staff and the Planning Commission to delineate a proposed ordinance so if someone is willing to proceed under those standards, they could more forward because the application wouldn't be in conflict with a pending ordinance. This may be a more equitable way to go and get almost the same result especially in consideration of the short notice of the TZO and the short building season. He advised that a motion to approve as written is adequate.

Liza Simpson, "<u>I move we approve an Ordinance enacting a Temporary Land Use Regulation pursuant to the staff report</u>". Joe Kernan seconded. <u>Motion carried</u>.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

**VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

None.

**VIII ADJOURNMENT**

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

**MEMORANDUM OF CLOSED SESSION**

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson.

Dick Peek was absent and excused. Staff present was Tom Bakaly, City Manager; Joan Card, Environmental Regulatory Manager; Tom Daley, Deputy City Attorney; Jason Christensen, Environment Regulatory Coordinator; Michael Kovacs, Assistant City Manager; and Mark Harrington, City Attorney. Cindy Matsumoto "I move to close the meeting to discuss property and litigation". Liza Simpson seconded. Motion carried. The meeting opened at approximately 4:30 p.m. Liza Simpson, "I move to open the meeting". Cindy Matsumoto seconded. Motion carried.

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| Alex Butwinski | Aye |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Dick Peek | Absent |
| Liza Simpson | Aye |

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

Prepared by Janet M. Scott, City Recorder

# City Council
# Staff Report

| | |
|---|---|
| **Subject:** | **Comstock/Sidewinder Service Provider Change Order** |
| **Author:** | **Heinrich Deters; Trails and Open Space Manager** |
| **Department:** | **Sustainability** |
| **Date:** | **July 7, 2011** |
| **Type of Item:** | **Administrative** |

**Summary Recommendations:**
Authorize the City Manager to execute a change order to the Comstock/Sidewinder Walkability Project Professional Service Provider Agreement with Horrock's Engineering for additional design and testing services related to construction in an amount not to exceed Thirty Four Thousand Seven Hundred Fifty Five Dollars ($34,755).

**Topic/Description:**
**Comstock/Sidewinder Walkability Project Professional Service Provider Contract Change Order.**

**Background:**
On January 13, 2011, City Council approved a Professional Service Contract with Horrock's Engineering for the design of a 8' separated path along the east side of Comstock Drive, a 6' sidewalk along the south side of Sidewinder Drive and various traffic calming features throughout the project corridor.

During the design phase, several aspects of the conceptual design have changed slightly due to engineering and transportation standards. These changes include the structure and grades of the existing roadway (including the amount of asphalt and base materials, and the ability to tie the new pathway to existing driveways), storm drain inspection, as well as vehicle and pedestrian counts at the Gold Dust and Sidewinder intersection.

Staff has also asked Horrock's Engineering to provide additional design information associated with irrigation along Comstock and grades of the pathway that connects Comstock to the Rail Trail. Finally, staff has asked Horrock's to provide construction QA/QC services, which includes soil density and compaction, material review and acceptance, concrete and asphalt testing.

**Analysis:**
To date, change orders for additional services which included geotechnical inspections and reports, survey work and design have been authorized in the amount of $7,605.
$12,700 of the proposed change order provides for QA/QC testing. This item is typical of any construction project and is often times secured through a separate contract with a third party. Staff feels it is appropriate that the existing engineer provide this service

due to the ease of scheduling and coordination. Staff is requiring the testing to be billed as actual and that the estimate provided is a ‘not to exceed’.

Additional design services provide for the expansion of the project from a pathway on the east side of Comstock to a complete road reconstruction due to structural conditions and grades, the design of a irrigation system and landscaping that compliments the City’s policy on water conservation, the relocation of a fire hydrant and improvements to an existing pathway that connects Comstock to the Rail Trail.

The total change order for all the additional services requested is $34,755. The change order represents a 25.4% increase to the existing contract with Horrock’s Engineering. Staff is authorized to execute cumulated change orders up to 20% for contracts of $200,000 or less. The total contract with Horrocks will be $171,259.

**Department Review:**
This report has been reviewed by City Manager, Sustainability and Legal.

**Alternatives:**

**A. Approve the Request:**
Authorize the City Manager to execute a change order with Horrock’s Engineering in the amount of $34,755. **Staff’s Recommendation.**

**B. Deny the Request:**
Without approval, the Comstock/Sidewinder project may not be completed.

**C. Continue the Item:**
If the Council needs more information the item can be continued, but this would delay the completion of the project.

**D. Do Nothing:**
This option would have the same result as denying the request.

**Significant Impacts:**
By securing the engineering services stated above staff feels that it ensures a better overall project. The placeholder identified within the WALC recommendations list is $1.3M. Staff proposes using Walkability funds for this change order.

The current professional service provider contract with Horrock’s Engineering for the project is in the amount of $136,504. The current construction contract with Miller Paving for the project is in the amount of $613, 449. The total of contractual obligations associated with the project stands at $749,898.

**Recommendation:**
The Council should authorize the City Manager to execute the contract change order for the design of the Comstock/Sidewinder Walkability Project Agreement with Horrock’s

Engineering for additional design and testing services related to construction in an amount not to exceed $34,755.

Exhibit -Horrock's Engineering Change Order

HORROCKS ENGINEERS

To: Heinrich Deters
Park City Sustainability Department
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

From: Rob Sunderlage, PE
Horrocks Engineers

*Date:* *June 30, 2011*

**Subject: Comstock / Sidewinder Walkability: Additional Services No. 2 - Scope and Fee**

**Materials Testing** **$12,700 (T&M not to exceed)**
This scope includes the necessary materials and compaction testing during construction. Costs include the site visit, sampling and lab testing required for the following areas;

Concrete Cylinder and Strength Tests
On-Site Concrete Testing
Density Testing
Hot Mix Asphalt Testing
Soils (Compaction)
Materials Review and Acceptance

This Item will be billed on a T&M not to exceed basis. Actual costs to be included in invoice.

**Landscape Irrigation Design** **$2750**
The original design for landscape included details and specifications for planting along a proposed landscape strip. It was anticipated that the irrigation design would be 'design build' by the contractor in the field. Park City requested that the irrigation design be done prior to bid. This scope includes the design of this irrigation system as well as the additional effort for a more involved landscape design.

**Additional Design Services** **$11,700**
When the project started the scope was anticipated as a half-street improvement to install curb and gutter and 8' sidewalk on the east side of Comstock as well as a 6' sidewalk along the south side of Sidewinder. As the project has developed and grown, Horrocks has absorbed much of the cost of the additional effort. However, we request that the City consider the following items as an increase in scope and determine if additional fees are warranted.

These additional services include;

1. *Questar coordination: While communication with franchise utility companies was anticipated, Horrocks has become involved with the coordination of a significant Questar gas line replacement project that will be integrated into the city project through design and construction management. This additional fee is requested to cover additional meeting and coordination as well as the additional construction management that will required throughout this project. (No additional time for the inspector is anticipated as he*

*will be full time. This fee only includes off-site meetings, management and office time to facilitate this scope.)*
*Item Fee: $1,700*

2. *Pathway design from the Comstock – Sidewinder Intersection to the Rail Trail: This has involved a re-design and additional coordination with the property owner. While this work was not anticipated in the original proposal, providing a design for an overlay was a minimal task enough to where no additional fee was requested. With the additional effort, we request that the City consider this to be an increased scope.*
   *Item Fee: $1,200*

3. *The overall increase in the project magnitude to a full Comstock reconstruct, and overlay on Sidewinder, replacement of roll gutter on the south side of Sidewinder and the west side of Comstock. The additional construction costs of these items (broken out from the Contractors bid) amount to approximately $152,700*
   *Item Fee: $8,800*

**Additional Services No 2 Total** **$27,150**

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|---|---|
| Original Contract | **$136,504** |
| *Additional Services No. 1* | $7605 |
| *Additional Services No. 2* | **$27,150** |
| | |
| (*Change Order Totals*) | $34,755 |
| Total Change Order Percent of Original Contract | 25.4% |
| **Total Revised Contract** | **$171,259** |

Please contact us if you have any questions regarding this proposal.

Thank you,

Additional Services Approval:

Authorized by: ______________________

Date: ______________________________

Sincerely,

Horrocks Engineers

Rob Sunderlage, PE
Project Manager

# City Council Staff Report

Sustainability

**Subject:** **Triple Crown Sports Master Festival License & City Services Agreement- Extension**
**Author:** **Max J. Paap**
**Department:** **Sustainability- Special Events and Facilities**
**Date:** **July 7, 2011**
**Type of Item:** **Administrative – Master Festival License**

**Summary Recommendations:**
Review the extension of the Master Festival License and Service Agreement with Triple Crown Sports and authorize the Mayor to execute an agreement with Triple Crown Sports as attached in a form approved by the City Attorney.

**Description:**

**Topic:**
A Master Festival License and City Service Agreement with Triple Crown Sports for 2011-15, with automatic renewal for 2016-17.

**Background:**
In 2004 PCMC entered into a long term Master Festival License and City Services agreement with Triple Crown Sports to host the Triple Crown Girls Youth Fast Pitch World Series that terminated after the 2010 event. Council continues to support events that maintain Park City's status as a Multi-Seasonal World Class Resort. The Triple Crown Girls Youth Fast Pitch Softball World Series continues to support Council goals as well as add vitality to town during the event.

For the past 6 years Park City has hosted the Triple Crown Girls Fast Pitch World Series. In an effort to secure the continued success of the tournament the City regularly meets with Triple Crown staff to not only de-brief, but plan for the coming years event. The current long-term agreement with Park City is to secure fields for their future events and ensure their event will be successful each year after the 2010 tournament. Staff has continued discussion with Triple Crown and the Chamber on the specifics of an agreement to outline field use and other City services required. This extension would take effect for the 2011 event. Triple Crown has worked with PCMC staff and the Park City Chamber/Bureau through the previous agreement to find venues to support activities that enhance the athletic competition that the World Series brings.

The City has three long-term agreements with other organizations, Park Silly Sunday Market, Sundance and the Kimball Art Center. Staff finds that Triple Crown has benefited the City substantially through the terms of the initial agreement and finds that there is good cause to renew the agreement to ensure the continued success of the event. Park City would like to guarantee Triple Crown's tournament here for an additional five years. The proposed agreement would start with the 2011 event and continue through 2015 and include an option that shall automatically renew for an additional two years for the 2016 and

2017 World Series unless either provides the other with written notice of its intent not to renew by August 31, 2015.

**Analysis:**

Operational Impacts

PCMC has reviewed the operational impacts brought about by hosting the event through the previous contract. Staff finds that city service levels will not be increased with the proposed extension to the current contract. Staff is committed to work with event organizer to mitigate any operational impacts at a planning and implementation level to ensure all concerns of Public Safety, Building, and Parks & Recreation are addressed.

Tournament Field

Through the duration of the previous Agreement, the World Series included only girls fast pitch softball teams in various age groups. The 2011 event not only host the girls fast pitch softball teams, but will also allow for one week of boys fast pitch baseball. This rounds out the three week event. PCMC finds that the transition of the fields to accommodate these two products will not negatively impact the success of the event. PCMC, Park City Chamber/Bureau & Triple Crown Sports shall de-brief after each tournament and discuss plans for the coming years event.

PCSD Agreement

PCMC has agreed to schedule and maintain all of the playing fields on School District property during the event consistent with current field policy.

Economic Impact

The following is a snapshot of the economic impact of the previous two years of the TCS World Series:

**2009 TRIPLE CROWN FASTPITCH WORLD SERIES WEEKLY ECONOMIC IMPACT**

ECONOMIC IMPACT FOR WEEK OF JULY 6, 2009:

- 72 teams x 48 players/coaches/family per team = 3456 persons
- 3456 persons x 5.5 nights* = 19,008 room nights
- 3456 persons x 5.5 nights* x $95** = **$1,805,760**

ECONOMIC IMPACT FOR WEEK OF JULY 13, 2009:

- 78 teams x 48 players/coaches/family per team = 3744 persons
- 3744 persons x 5.5 nights* = 20,592 room nights
- 3744 persons x 5.5 nights* x $95** = **$1,956,240**

ECONOMIC IMPACT FOR WEEK OF JULY 20, 2009:

- 119 teams x 48 players/coaches/family per team = 5712 persons
- 5712 persons x 5.5 nights* = 31,416 room nights
- 5712 persons x 5.5 nights* x $95** = **$2,984,520**

TOTAL NUMBER OF TEAMS = 270
TOTAL OVERNIGHT VISITORS = 12,912
TOTAL ECONOMIC IMPACT **=** $1,805,760 + $1,956,240 + $2,984,520 = **$6,746,520**

*5.5 nights = average length of stay
** $95 = average expenditure per person per day

**<u>2010 TRIPLE CROWN FASTPITCH WORLD SERIES WEEKLY ECONOMIC IMPACT</u>**

ECONOMIC IMPACT FOR WEEK OF JULY 12, 2010:

- 86 teams x 48 players/coaches/family per team = 4128 persons
- 4128 persons x 5.5 nights* = 22,704 room nights
- 4128 persons x 5.5 nights* x $95** = **$2,156,880**

ECONOMIC IMPACT FOR WEEK OF JULY 19, 2010:

- 65 teams x 48 players/coaches/family per team = 3120 persons
- 3120 persons x 5.5 nights* = 17,160 room nights
- 3120 persons x 5.5 nights* x $95** = **$1,630,200**

ECONOMIC IMPACT FOR WEEK OF JULY 26, 2010:

- 88 teams x 48 players/coaches/family per team = 4224 persons
- 4224 persons x 5.5 nights* = 23,232 room nights
- 4224 persons x 5.5 nights* x $95** = **$2,207,040**

TOTAL NUMBER OF TEAMS = 239
TOTAL OVERNIGHT VISITORS = 11,472
TOTAL ECONOMIC IMPACT **=** $2,156,880 + $1,630,200 + $2,207,040 = **$5,994,120**

*5.5 nights = average length of stay
** $95 = average expenditure per person per day

**Department Review:**
Sustainability, Parks, Recreation, Park City Chamber/Bureau, and Legal departments have reviewed the Master Festival License and City Service Agreement with Triple Crown Sports and their comments have been incorporated into the report.

**<u>SIGNIFICANT IMPACTS:</u>** PCMC could incur additional City Services costs should the event change greatly in scope. City Departments may need to make modifications to their budgets during the review of upcoming budget projections.

**<u>CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION:</u>** The consequences of not taking the recommended action could jeopardize Park City hosting the event. The proposed Service Agreement would save Staff time in planning future festivals since it would memorialize many reoccurring issues.

**Alternatives**

A. Approve the Master Festival License and Service Agreement with Triple Crown Sports.
B. Modify the parameters of the Master Festival License and Service Agreement with Triple Crown Sports.
C. Deny the Master Festival License and Service Agreement, thereby prohibiting Triple Crown Sports from holding an event in Park City.
D. The City Council may continue the hearing for more information and discussion.

**Recommendation:**

Review the Master Festival License and Service Agreement with Triple Crown Sports and authorize the Mayor to execute a Service Agreement with the Triple Crown Sports as attached in a form approved by the City Attorney.

**Exhibits**

Exhibit A - Master Festival License and Service Agreement

**Master Event License and City Services Agreement**

THIS MASTER EVENT LICENSE AND CITY SERVICES AGREEMENT is entered into as of _ ________, 2011, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City"), and TRIPLE CROWN SPORTS, a Colorado corporation ("TCS").

**Recitals**

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch World Series ("World Series") in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

WHEREAS, Park City and TCS wish to enter into a long term contract establishing Park City as the World Series headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the World Series Event, all under the terms hereinafter provided;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city;

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefits of the World Series Event to Park City on an annual basis. The City Council finds that TCS's annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors.

**Agreement**

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

## A. PRINCIPLES AND RESPONSIBILITIES.

### 1. General Principles.

**1.1 Mutual Cooperation and Flexibility.** Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified as Exhibits A through D of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual World Series Event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both Parties understand that plans may change each year.

**1.2 Supplemental Plans.** This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual World Series. The Supplemental Plans and any modifications are incorporated herein and are a material part of this Agreement. Supplemental Plans for the future years are incorporated within this Agreement; changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to existing Plans will result in use of the Existing Supplemental Plans. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

**1.3 TCS General Responsibilities.** In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

**1.4 Park City General Responsibilities.** In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee all official Park City information relevant to the World Series and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby.

## B. LEASE OF USE AREAS DURING USE PERIODS.

**2. Term.** TCS hereby agrees to hold the 2011, 2012, 2013, 2014, and 2015 Girl's Fast Pitch World Series in Park City. TCS reserves the right to substitute its Boys Baseball World Series into these dates. Accordingly, this Agreement shall be effective from July 1, 2011 thru August 31, 2015. The Agreement shall automatically renew for an additional two years for the 2016 and 2017 World Series unless either party provides the other with written notice of its intent not to renew by

August 31, 2015.

**3. Grant of Lease.** Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas, including all facilities, buildings and spaces during the Use Periods and for the purposes further described on Exhibits "A" through “D”, along with the use of the equipment, fixtures and furnishings, all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. TCS has inspected the Use Areas and accepts the Use Areas “as is”.

**3.1** Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the “School Agreement”). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of the School District’s property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for the educational purposes shall have priority in scheduling over any other uses. By signing this Agreement, the Park City School District agrees that the occupancy and use rights granted by Park City to TCS via this Agreement are consistent with and in compliance with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

**4. Exclusive or Shared Use.** The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits “A” through “D”. All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to TCS's operational policies and plans for the Shared Use Areas.

**4.1 Access Prior to Use Periods.** Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

**4.2 Lawful Use.** During the applicable Use Periods, TCS will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

**4.3 Permitted Uses.** TCS may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with written City Approval, for the purposes indicated on Exhibits "A" through "D"; for the moving in and out, and the construction, erection and staging of decorations, temporary facilities and installations and other Temporary Improvements, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the World Series and other visitors to the Use Areas; for advertising, marketing and promotion; and for any other purpose related to the World Series.

**4.4 Rights to License.** TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food & beverage with the exception of any currently approved and binding written contract for these services agreed upon between PCMC and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released from its obligations hereunder.

**4.5 Restoration.** TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

**5. Permits and Licenses.**

**5.1 Permits and Licenses.** Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall remain responsible for any building or other permits necessary for its temporary improvements or food operations.

**5.2 Master Event License.** The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to TCS a Master Event License that covers all activities of TCS described in this Agreement that may require such a license. The Master Event License shall include a TCS corporate Park City business license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Event License for each World Series.

**5.3 Permits and Licenses Issued by Other Governmental Authorities.** TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the Use Periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize

TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

**5.4 Governmental Ordinances.** The Special Events and Facilities Department shall support and cooperate with TCS in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

## C. PARK CITY FACILITIES AND SERVICES.

### 6. City Services.

**6.1 Basic City Services.** At no additional cost to TCS, Park City will provide the following City Services.

- **(a)** TCS shall be entitled to a credit of 20 hours of specific Event Police when determined necessary by the Park City Police Department.
- **(b)** TCS shall be entitled to use of Park City recreation fields at no cost, as outlined within Exhibits A - D.
- **(c)** Trash clean-up at Use Areas
- **(d)** TCS shall be entitled to a credit of 400 partial field preps during the World Series as outlined in Exhibit E.
- **(e)** Traffic Barricades and Installation and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.
- **(f)** Installation of Bracket Board, as provided by CVB
- **(g)** Four (4) sets of City Bleachers are available during the Use Period with three set-ups/take-downs. Bleacher locations shall be approved by the City Representative.
- **(h)** Waiver of the application fees for the Master Event License.
- **(i)** Waiver of the Building Permit fee and inspection fee for the tent installed at the Tournament Headquarters.
- **(j)** Use of the Santy Auditorium for the referee meeting the first Monday of each week, for a total of four (4) hours per week.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide at Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

**6.2 Additional City Services and Work Order Process.**
TCS may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, “Additional City

Services"). TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

**7. City Representative.**

**7.1 Event Representative.** Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its "City Representative" for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS's request, access to and lock-down (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by TCS, which such approval shall not be unreasonably withheld or delayed.

**7.2 Management Representative.** Park City shall also designate at least one Senior Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

**7.3 Management Meetings.** The City Representatives and TCS Event Manager shall confer no later than February 1 annually to review World Series operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to April 1 annually, unless based upon the facts and circumstance, approval by April 1 is not practical and then the changes shall be approved as soon as possible.

**8. Parking and Transportation.**

**8.1 Transportation Plans.** Park City, with coordination from TCS, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

**8.2 Parking.** Park City, with coordination from TCS, shall develop and implement plans for parking, as part of the annual Supplemental Plans to meet the needs during the Use Periods. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be needed in order to use of private lots located near playing facilities. It is TCS responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements.

## D. TCS SERVICES.

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

**9.1 Approval of Event Dates.** TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

**9.2 Park City Venues.** Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to full utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this Agreement.

**9.3 Scheduling.** TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. Once the World Series requires three (3) weeks of play, TCS shall leave available one lighted City field for use of local play for two (2) weeks. The Parties shall mutually determine which two weeks are available and which field can be programmed for local play.

**9.4 Public Relations – Press Releases and Promotional Materials.** TCS shall include a reference to "Park City, Utah" in all press releases made during the tournament and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and promoting the City generally. TCS agrees to qualify teams through existing national TCS network of tournaments and aggressively market fastpitch and/or baseball teams and spectators to Park City, Utah to attend the World Series using the following mechanisms:

A. www.triplecrownsports.com;
B. Direct mail program with extensive nation-wide database;
C. Telemarketing;
D. On-site event promotions; and
E. Promotions at existing Championship events currently

**9.5 Cooperation with Chamber Bureau and Business Associations.** TCS and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, Park City Restaurant Area 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.

**9.6 Fundraising Events.** TCS shall hold fundraising events at the World Series to benefit the capital improvements of the facilities and Park City youth programs.

**9.7 Responsibility.** TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable.

**9.8 Reasonable Conditions.** The TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes.

## E. INSURANCE AND RISK MANAGEMENT.

### 10. Indemnifications.

**10.1 TCS's Indemnity.** TCS shall indemnify and hold the City, and the Park City School District their 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 TCS'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 TCS; 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. TCS expressly agrees that the indemnification provided herein constitutes the TCS'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 TCS claims or recovers compensation from the City for a loss or injury that TCS 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. Nevertheless, the Park City School District does not waive any of its defenses under the Governmental Immunity Act.

**10.2 Waiver of Claims Against Park City and the Park City School District.** TCS shall not make any claim against Park City or the Park City School District or its officers, employees and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the World Series, except to the limited extent such liability results from the willful misconduct of Park City or the Park City School District, its officers, employees, or agents.

**11. Insurance.** Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

**11.1 Insurance.** TCS shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

**(a)** Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.

**(b)** All employee benefit programs and overages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

**11.2 TCS Liability Insurance.** Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

**(a)** Commercial general liability policy, with combined single limits of Three Million dollars ($3,000,000.00) per occurrence and in aggregate;

**(b)** Liquor Liability Coverage Part on the commercial general liability policy;

**(c)** TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as name insured on the policy with limits set forth herein;

**(d)** Aircraft liability insurance, if TCS leases or uses aircraft in connection with its activities under this Agreement; and

**11.3 Additional Requirements.** The insurance provided by TCS pursuant to

**(a)** Shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

**(b)** Shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

**(c)** Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees;

and

**(d)** Shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

**11.4 Park City Liability.** Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

## E. MISCELLANEOUS.

**12. License for Use of TCS Marks.** TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

**13. License of Park City of Utah Logo, Name and Marks.** Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and wayfinding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

**14. Photography and Broadcast Rights.** TCS shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a Film Permit.

**15. Sponsorships.** TCS shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas unless Park City has an existing contracts with suppliers or sponsors In these cases, TCS must honor these contracts.

**16. Representations and Warranties.**

**16.1 Representations and Warranties of TCS.** TCS hereby represents and warrants that (a) TCS is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

**16.2 Representations and Warranties of Park City.** Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

**17. Unforeseen Circumstances.** Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

**18. Dispute Resolution.** The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Event Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to the manager of Park City's City Manager Representative and TCS's Managing Director. Either Party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the senior Vice President of the World Series. A telephone conference of the City Manager of Park City and the senior Vice President shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the senior Vice President are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each Party shall select one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen by that Party and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

**19. Other Miscellaneous Terms.**

**19.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

**19.2 Severability.** If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

**19.3 Assignment and Delegation.** Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

**19.4 Waiver.** No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

**19.5 Headings.** The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**19.6 Consent.** Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

**19.7 Entire Agreement.** This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

**19.8 No Third Party Beneficiaries.** This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

**19.9 Notice.** Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

**If to Park City:**
Special Events Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

**With copies to:**
City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

**If to TCS:**
President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

**19.10 Reserved Police Power.** The City expressly reserves, and TCS expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORP

____________________________
Dana Williams, Mayor
Print Name ___________________

PARK CITY SCHOOL DISTRICT

____________________________
Name, Title
Print Name & Title____________________

TRIPLE CROWN SPORTS

____________________________
David G. King, President
Print Name________________

Approved as to Form:

____________________________
Mark D. Harrington, City Attorney

Attest:

____________________________
City Recorder

**ACKNOWLEDGMENT**

STATE OF COLORADO )
: ss.
COUNTY OF LARAMIE )

On this ______ day of ____, 2011, personally appeared before me David G. King, who being duly sworn, did say that he is the President for the Triple Crown Sports, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

____________________________

Notary Public

SUMMARY OF EXHIBITS

| | |
|---|---|
| Exhibit “A” | Use Area: City Park Field |
| Exhibit “B” | Use Area: Treasure Mountain Middle School Fields |
| Exhibit “C” | Use Area: High School Fields |
| Exhibit “D” | Use Area: Park City Sports Complex |
| Exhibit “E” | Field Preparation and Maintenance Agreement |
| Exhibit “F” | Traffic Control Agreement |

**EXHIBIT "A" TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**USE AREA: City Park Softball Field**

| | |
|---|---|
| Use Area: | City Park Softball Field and associated parking inventories |
| Use Period: | July 11 – July 31, 2011<br>July 16 – July 29, 2012 (W/option for July 9 - 15)<br>July 15 - July 29, 2013 (W/option for July 8 - 14)<br>July 14 – July 27, 2014 (W/option for July 7 - 13)<br>July 13 - July 26, 2015 (W/option for July 6 - 12) |
| TCS Contact Person: | Bill Walters |
| Intended Use: | Girls Fast Pitch Softball & Boys Fast Pitch Baseball |
| Hours of Use: | 7:30am – 10:00pm( Current PCMC code has restrictions on use past 10:00 pm) |
| Type of Use: | Parking – Nonexclusive; All others – Exclusive |
| Basic City Services: | Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E. |

**EXHIBIT "B" TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**USE AREA: Treasure Mountain Middle School Fields and associated parking inventories**

| | |
|---|---|
| Use Area: | Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields |
| Use Period: | July 11 – July 31, 2011<br>July 16 – July 29, 2012 (W/option for July 9 - 15)<br>July 15 - July 29, 2013 (W/option for July 8 - 14)<br>July 14 – July 27, 2014 (W/option for July 7 - 13)<br>July 13 - July 26, 2015 (W/option for July 6 - 12) |
| TCS Contact Person: | Bill Walters |
| Intended Use: | Girls Fast Pitch Softball & Boys Fast Pitch Baseball |
| Hours of Use: | 7:30am – 8:30pm |
| Type of Use: | Parking – Nonexclusive; All Other - Exclusive |
| Basic City Services: | Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E. |

**EXHIBIT "C" TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**USE AREA: PCSD High School Fields and associated parking inventories**

| | |
|---|---|
| Use Area: | Two (2) fields on the East side of the High School, parking spaces in the adjacent parking lot. |
| Use Period: | July 11 – July 31, 2011<br>July 16 – July 29, 2012 (W/option for July 9 - 15)<br>July 15 - July 29, 2013 (W/option for July 8 - 14)<br>July 14 – July 27, 2014 (W/option for July 7 - 13)<br>July 13 - July 26, 2015 (W/option for July 6 - 12) |
| TCS Contact Person: | Bill Walters |
| Intended Use: | Girls Fast Pitch Softball & Boys Fast Pitch Baseball |
| Hours of Use: | 7:30am – 8:30pm |
| Type of Use: | Parking – Nonexclusive; All Other - Exclusive |
| Basic City Services: | Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E. |

**EXHIBIT "D" TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**USE AREA: Park City Sports Complex**

| | |
|---|---|
| Use Area: | All available softball & baseball fields at PCSC |
| Use Period: | July 11 – July 31, 2011<br>July 16 – July 29, 2012 (W/option for July 9 - 15)<br>July 15 - July 29, 2013 (W/option for July 8 - 14)<br>July 14 – July 27, 2014 (W/option for July 7 - 13)<br>July 13 - July 26, 2015 (W/option for July 6 - 12) |
| TCS Contact Person: | Bill Walters |
| Intended Use: | Girls Fast Pitch Softball & Boys Fast Pitch Baseball |
| Hours of Use: | 7:00am – 5:00pm for (1) field<br>7:00am – 10:00pm for all other fields ( Current PCMC code has restrictions on use past 10:00 pm) |
| Type of Use: | Parking – Nonexclusive; All Other - Exclusive |
| Basic City Services: | Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E. |
| Restrictions: | Event organizers must honor Park City's contracts with sponsors and suppliers. |

**EXHIBIT “E” TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**Field Preparation and Maintenance Agreement**

**Use Areas**
The Fields, as described in Exhibits A – D shall be turned over to TCS in conditions as mutually agreed upon.

**City Park Field**
Full field Preparation done on the fields prior to the first game
Week 1: Bases at 60’; pitching rubber at 35’
Week 2: Bases at 60’; pitching rubber at (block) 40’ – hammer down at 40’
Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.
Portable fencing at 210’
Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

**Treasure Mountain Middle School**
Full field Preparation done on the fields prior to the first game
Week 1: Bases at 60’; pitching rubber at 35’
Week 2: Bases at 60’; pitching rubber at (block) 40’ – hammer down at 40’
Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.
Portable fences at 210’
Trash and recycing receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.
Skinned infields with bases at 60’ and pitching rubber at 40’
Irrigation available to water down fields

**High School Fields**
Full field Preparation done on the fields prior to the first game
Week 1: Bases at 60’; pitching rubber at 35’
Week 2: Bases at 60’; pitching rubber at (block) 40’ – hammer down at 40’
Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.
Portable fences on all fields at 210’
Trash and recycing receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

**Park City Field Maintenance Staff**
PCMC will staff each field with 2 qualified personnel to prep each field as needed. The fee for full field prep is $77.25 and a partial prep $58.00. Field preps will be provided by Park City between the hours of 6:00 am to 3:00 p.m. Tuesday through Saturday. In no event fees shall increase by more than 3% annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to field is possible.

**Materials Stored at Each Facility**
Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

**Field Preparation**
Field preparation schedules must be submitted no later than two weeks prior to the tournament and shall be attached hereto as Attachment A.

Park City Municipal Corporation shall perform all maintenance and repairs to the fields, during the Use Period. The Maintenance and field preps shall be up to the standards described below:

<u>Partial Field Preparation Description:</u>
A full field prep includes,
Removal of bases water the whole infield. A complete infield drag with scarifying tool and mat drag. Some hand raking. and a full chalk

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up bad areas.

<u>Full Field Preparation Description:</u>

1. Water the field to keep material dust minimized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound
3. Rake out material around pitching mound.
4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter's box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

**Cost**
An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing costs increase due to weather conditions a time and materials fee may be added to the cost of field prep.

**EXHIBIT “F” TO**
**MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

**Traffic Control Agreement**

When opening ceremonies are located within the PCMC limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City Staff to utilize sustainable practices consistent with current City Council policy. Continued encouragement to use the free public transportation system as an alternative in and around the region to 'get around' will continue to be a key part of the continued partnership.

This area also highlights parking, mitigation, and barricading of the agreed upon venues. Once done it is TCS’s, in conjunction with PCMC responsibility to monitor all wealth, safety, and welfare concerns.

**City Council**
**Staff Report**

| | |
|---|---|
| **DATE:** | **July 7, 2011** |
| **DEPARTMENT:** | **Transit Department** |
| **AUTHOR:** | **Kent Cashel, Transit & Transportation Manager** |
| **TITLE:** | **PC-SLC Bus Service Inter local Agreement (ILA)** |
| **TYPE OF ITEM:** | **Legislative** |

**SUMMARY RECOMMENDATION**:
Authorize Staff to execute the PC-SLC Bus service ILA in a form approved by the City Attorney.

## Background

The City has been working with the Utah Transit Authority and Summit County since 2003 to develop and implement a Park City to Salt Lake City bus service. On June 23rd Staff presented a summary of the PC to SLC bus service and a draft Inter-local Agreement (ILA) to Council. Council reviewed and provided comment on the service and the ILA.

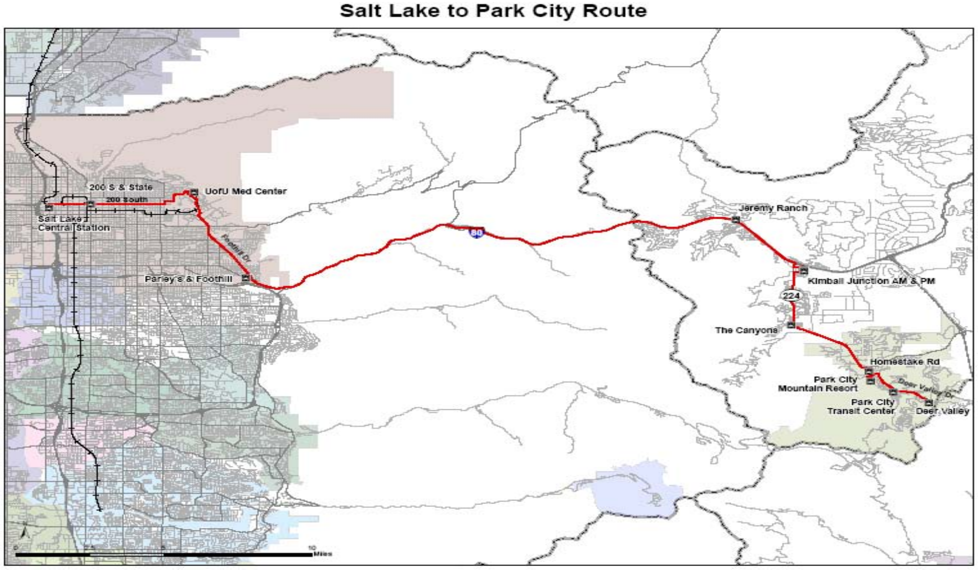
A copy of the Staff Report presented to Council on that date can be found at:
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=7706

Staff has incorporated Council comments received at the June 23rd Council meeting into the attached ILA.

## Analysis

This a section summarizes the key elements of the service and the attached ILA

**Salt Lake to Park City Route**




Fare Structure: The one way fare for this service is set at $5.50 each way. This fare is consistent with similar commuter services within the UTA network. This fare has also been set to achieve financial breakeven at 90% occupancy.

Monthly Passes will be available at a cost of $242 (unlimited rides). These passes will be honored only on PC-SLC bus service. Those wishing to utilize other services that UTA offers (i.e., light rail, commuter rail, buses) will have access to discount pass programs operated by UTA.

UTA Roles and Responsibility
UTA will have responsibility for the following:

- Providing Buses & Drivers
- Supervision
- Bus Maintenance
- Dispatching
- Customer Service
  - Service Inquiries
  - Service Complaints
  - Lost & Found
- Electronic Fare Data
- Fare Collection & Reporting
- Federal Programs Administration & Compliance Reporting
- Marketing

City Roles and Responsibility
The City will be responsible for the following:

- Vehicle Storage for up to two buses at Ironhorse facility
- Emergency Support with bus replacement and mechanical assistance to ensure customers are moved as quickly as possible in the event of breakdowns.
- Fare-card sales for Park City area customers. Staff believes these pass sale could be handled at Public Works front desk. Location in County will need to be determined.
- Marketing: City and County Staff will assist with local marketing efforts such as attending job fares, chamber events and etc.
- Management Committee

Revenue Guarantee
UTA has indicated they are confident the PC-SLC service can ultimately achieve break even financial performance (that is fares will cover operational costs if ridership equals ninety percent of seat capacity). However, there is risk, particularly in the early phase of operations, that actual ridership will not achieve projections. UTA has offered to accept a portion of this risk but has asked that the City and the County provide them with a revenue guarantee.

This guarantee will apply only in those months where a “financial operating deficit” occurs (i.e., fare revenues are not sufficient to cover operational costs). In any month that an operating deficit is experienced UTA will bill the County\City for the amount of that operational deficit.

The simple example below indicates how this revenue guarantee will work:

| | |
|---|---|
| Monthly Operational Cost | $80,000 |
| Fare Collections | $70,000 |
| Financial Operating Deficit | $10,000 |

The City\County responsibility to guarantee revenues is capped at $470,000 ($235,000 each). If the cumulative shortfall exceeds $470,000 UTA will absorb no more than $180,000 of operational costs and then service will be terminated unless the City\County should determine to provide additional subsidies.

In any month where there is an operational surplus (collected fares exceed operating expenses) this surplus revenue shall be credited in the following months operating calculation. Staff has included language covering this practice in section 3c of the attached ILA.

County and the City staff will reassess after 1 year of operations (using ridership data) to determine if the 50\50 sharing of this cost guarantee is appropriate and equitable.

Project Management Team

The ILA establishes a project management team which will have a Staff representative(s) from UTA, Summit County and Park City. This team is tasked with the following:

- Meet regularly
- Monitor route performance
- Approve minor adjustments to the service Operating Plan
- Recommend any required amendments to the ILA

Third Party Contractor

The City and County have been approached by, and UTA is currently talking with, one interested contractor regarding the opportunity to subcontract all or part of the transit services being offered by UTA. Staff believes it is both good public policy and good business to allow the private sector the opportunity to make a proposal to provide services as a subcontractor. UTA has agreed to the following:

1. The ILA contains language that would allow the parties to hire a contractor to operate the Park City Connect service. This would require written approval of all three parties.
2. UTA has indicated that they would allow this contractor the opportunity to bid on operating the service (subject to all applicable laws including procurement law).
3. Any bid process would require a contractor to bid on all or part of the full and comprehensive range of public transit services anticipated under the contract including but not limited to provision of buses, drivers, maintenance, scheduling, administration, dispatching, customer service, marketing, fare collections and reporting, ridership data collection and reporting, federal programs compliance and etc.
4. Any interested contractor would need to demonstrate that they can provide a level of service quality consistent with what is proposed in the current ILA
5. UTA, with City and County concurrence and subject to applicable laws, will make good faith efforts to ensure this bid opportunity is provided to interested contractors prior to implementation of proposed service.

Service Performance Updates

Staff will provide, at a minimum, quarterly Manager's Reports to Council summarizing system performance and other noteworthy items of interest.

## Alternatives

**A.** **Approve The Recommendation.** Authorize Staff to execute the PC-SLC Bus service ILA in a form approved by the City Attorney. This is Staff's recommendation.

**B.** **Deny The Recommendation**. Council could deny Staff's recommendation. Staff does not recommend this alternative.

**C.** **Defer the item to a later date.** Council could defer the item. Any deferral beyond July 7th would likely jeopardize implementation of service in 2011**.**

**D.** **Do Nothing**. Council could do nothing this alternative would have the same impact as alternative C.

## Departmental Review

This report has been reviewed by the City Manager's office, City Attorney's office and Public Works. All comments received are addressed within this report.

## Significant Impacts

Staff thinks it is important to note that participation with UTA on the provision of this service brings far more benefits to the community than if the City\County were to provide the service on their own or through a subcontractor. The most important of these benefits are:

- Cooperative partnership amongst UTA\Summit County\Park City.
- Integration of service with UTA's transportation network on the Wasatch front.
- Service provided by entity familiar with, and subject to, Federal Transit Administration (FTA) regulations.
- Minimum of administrative overhead required of City\County.

## Recommendation

Authorize Staff to execute the PC-SLC Bus service ILA in a form approved by the City Attorney

**INTERLOCAL AGREEMENT**
**REGARDING BUS SERVICE BETWEEN**
**PARK CITY AND THE SALT LAKE VALLEY**

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of July 7, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

**RECITALS**

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Salt Lake to Park City Connect Service**. UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.

2. **Equipment**. During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs**. The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium

(defined below) (collectively, the “Operating Expenses”). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the “Operational Deficit.”

a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the “Annual Operating Expense Cap”). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.

b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the “UTA’s Annual Operating Expense Cap”). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA’s Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.

c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA’s actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities**. The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

   UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term**. The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must

be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.

6. **Management of Project**. The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

   The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

   The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations , along with changes to other provisions of this Agreement, should be made through formal amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

   The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.

8. **Roadcalls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as

necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such roadcalls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.

9. **Marketing**. The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.

10. **Dispute Resolution**. Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

11. **Jurisdiction and Venue**.

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

12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their 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 a Party arising out of, in connection with, or incident to the execution of this Agreement and/or a Party'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 another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

    Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

    The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Passenger Data.** UTA shall provide Park City Connect Bus passenger, fare, boarding, and alighting data available to the City or County upon request.

14. **Liability Premium.** UTA shall charge the City and County each? a Liability Premium of Five Cents ($0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.

15. **Passenger Data.** UTA shall make Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.

16. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.

17. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

**If to the City:**
Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

**With a Copy to:**
Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

**If to UTA:**
Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

**With a Copy to:**
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

**If to the County:**
Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

**With a Copy to:**
Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

18. **Acquisition, Ownership, and Disposition of Property**. Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

19. **Miscellaneous.**

    a. Non-Waiver. No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.

    b. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

    c. No Third Party Beneficiaries. There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

    d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.

20. **Interlocal Cooperation Act Requirements**. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

    a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.

    b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.

    c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.

d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center, along 200 South to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.

b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:

- Salt Lake Central Station
- 700 East 200 South
- University Hospital
- Research Park
- Wal-Mart Park and Ride
- Jeremy Ranch
- Kimball Junction
- The Canyons
- Park City Mountain Resort
- Old Town Transit Center
- Deer Valley

The stops are depicted on Exhibit 1 hereto.

c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:

- Jeremy Ranch

d.

e. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

f. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

g. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents ($5.50). The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.

h. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately $63,500 for off-season months and $82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:

- Operating cost/platform hour
- Maintenance cost per mile
- Fuel cost per mile
- Supervisor Expense
- Marketing Expenses
- Administrative Support
- Vehicle Replacement Cost
- Liability Premium ($0.05 per vehicle mile)

All three members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed $470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed $180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

i. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

# City Council Staff Report

**Subject:** USSA Sponsorship Agreement
**Author:** Ken Fisher, Recreation Manager
**Department:** Recreation & Library
**Date:** July 7, 2010
**Type of Item:** Administrative

**Summary Recommendations:** Authorize the City Manager to enter into a two year sponsorship agreement (attachment 1) with the United States Ski and Snowboard Association (USSA), in a form approved by the City Attorney.

**Topic/Description:** Sponsorship Agreement with USSA

**Background:** Park City Municipal first entered into a sponsorship agreement with USSA in 1997. The agreement was previously renewed in 1999 and 2003.

The original agreement enabled the Racquet Club to enter the weight and cardio market as USSA donated a large amount of fitness equipment to the facility. The equipment was used by both the public and USSA.

Since the original agreement in 1997 most of the equipment has been replaced by the City.

**Analysis:** In April 2011, USSA approached Recreation about renewing the 2003 Sponsorship Agreement. Despite building The Center of Excellence, USSA still has a need for staff and athletes to use some of the facilities and classes that the recreation center offers.

The highlights of the sponsorship agreement are as follows:

- The recreation center will be licensed to market the facility as the "Official Training Center of the U.S. Ski & Snowboard Team" using the official logos for USSA.USSA will work with recreation staff to create opportunities for joint social functions with U.S. Ski Team athletes, coaches and the public.
- USSA athletes, coaches and staff will be given free membership to the recreation center in order to use facilities other than tennis free of charge.
- If a USSA pass holder wishes to participate in a fitness class that is filled they will have the option of either paying the drop-in fee for the class or giving up their spot to a paying customer.
- Allow USSA access to fitness areas for dry land training.

**Department Review:** Legal, Recreation & Library, and City Manager

**Alternatives:**

A. **Approve the Request:** Authorize the City Manager to enter into a two year sponsorship agreement (attachment 1) with the United States Ski and Snowboard Association (USSA), in a form approved by the City Attorney.
B. **Deny the Request:** Council may deny the request to enter into a sponsorship agreement with USSA.
C. **Continue the Item:** Council may continue the item to a future date
D. **Do Nothing:** This will result in a lack of clarity and direction to staff.

**Significant Impacts:** This is a unique opportunity for the recreation center to partner with USSA. The ability for the recreation center to market with the phrase "Official Training Center of the U.S. Ski & Snowboard Association" allows the recreation center to differentiate the facility not only from others in the community but from others in the country.

Historically the use by USSA has not had a negative impact on the facility operation.

**Consequences of not taking the recommended action:** There would be no sponsorship agreement with USSA resulting in a discontinuation of a relationship that was started in 1997.

**Recommendation:** Authorize the City Manager to enter into a two year sponsorship agreement (attachment 1) with the United States Ski and Snowboard Association (USSA), in a form approved by the City Attorney.

**Attachment 1**

**2011 SPONSORSHIP AGREEMENT**
**UNITED STATES SKI AND SNOWBOARD ASSOCIATION (USSA)**

This Agreement is made and entered into this ______ day of July, 2011 by and between UNITED STATES SKI AND SNOWBOARD ASSOCIATION ("USSA"), whose principal offices are located at One Victory Lane, Park City UT, and PARK CITY MUNICIPAL CORPORATION ("PCMC"), a municipal corporation and political subdivision of the State of Utah.

<u>Recitals</u>

A. USSA is the National Governing Body for the sports of skiing and snowboarding in the United State of America. USSA is recognized by the United States Olympic Committee ("USOC") and International Ski Federation ("FIS") as the sole sanctioning and governing body for Olympic-eligible and FIS-eligible skiing and snowboarding in the United States.

B. PCMC owns and operates a public athletic club located at 1200 E. Little Kate Road in Park City, Utah ("Recreation Center").

C. USSA and PCMC desire to create a high caliber ski and snowboard athletic training facility (hereinafter "the Fitness Center") to be located within the Recreation Center premises for the use, enjoyment and benefit of the general public, USSA, its affiliates, employees, coaches and athletes.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **<u>Term and Termination</u>**.

1.1 The term of Agreement shall be a period of two (2) years from the effective date hereof.

1.2 PCMC shall have the first right to negotiate an additional 2 year extension.

2. **<u>Obligations of USSA</u>**.

2.1 USSA shall cooperate with the Recreation Center staff to create opportunities for joint social functions with U.S. Ski Team athletes, staff and the public, including youth opportunities when U.S. Ski Team members are in the Park City area and are available for such functions. USSA shall not be obligated to require the attendance of any U.S. Ski Team coaches or athletes, but shall use its commercially reasonable efforts to encourage their attendance at and participation in such functions.

2.2 USSA shall provide to the Recreation Center staff on an annual basis a list identifying all current athletes, coaches and staff eligible for free memberships. USSA shall provide Recreation Center staff with an annual update of the list as changes in team membership and employment occur. USSA will provide them with a USSA ID that must be shown to the front desk in order to use the facility at no charge. If a class is full, USSA team members, coaches and staff will have the option of paying for the class or leaving so that the spot can be used by a paying customer.

2.3 USSA shall provide to the Recreation Center a license to use the name and marks of the U.S. Ski and Snowboard Team and allow the Recreation Center to market the phrase "Official training Center of the U.S. Ski & Snowboard Team." In the event that USSA enters into a corporate partnership during the term of this agreement with a national commercial brand (i.e. 24 Hour Fitness, Bally's, Equinox or other) USSA will have the right to alter and/or terminate this agreement after sixty (60) days upon PCMC receiving written notification from USSA. USSA will use commercially reasonable efforts to alter the relationship to accommodate all parties.

2.4 USSA and any of its athletes, coaches, staff or other eligible participants or programs under sections 3.4, 3.5, and 3.6 below shall not interfere with any other patron of the Recreation Center, the access to other spaces within the building or obstruct parking for or the entrances to those other spaces in any way. PCMC shall have the right to require USSA to take reasonably necessary mitigation measures for any participant, program or activity that interferes with the normal day-to-day operations of the Recreation Center. If such measures are not complied with, PCMC may prohibit any such future programs or individual participants.

2.5 USSA agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or disability in its hiring practices, services or operation of its programs hereunder.

3. **Obligations of PCMC**.

3.1 The Recreation Center staff shall create fitness programs and offer such programs to the general public at rates to be determined by PCMC.

3.2 PCMC shall cooperate with USSA in the scheduling of dry land training opportunities for USSA coaches, staff, and athletes, and shall ensure that the Fitness Center is available for the effective use of USSA, coaches, staff, and athletes during such times, subject to availability, operational hours and scheduled classes. PCMC shall not levy any charges for use of the Fitness Center against USSA or any of its coaches, staff, or athletes in connection with such dry land training opportunities, unless otherwise agreed.

3.3 PCMC will provide free membership to each U.S. Ski Team athlete, staff, and coach which shall include access to the Fitness Center, pools, aerobics classes (a fee will be charged if such classes are full but the instructor is willing to accept more participants), spinning, gymnasium, and locker rooms, subject to availability, operational hours and scheduled classes. Tennis courts and programs are not included. PCMC may give priority to regular customers in classes or programs offered to a limited number of participants.

3.4 PCMC shall cooperate with USSA in providing access to the Fitness Center by guests of USSA

3.5 In the event that the Recreation Center enters into a corporate partnership during the term of this agreement with a national commercial brand, PCMC will have the right to alter and/or terminate this agreement after sixty (60) days upon USSA receiving written notification from PCMC. PCMC will use commercially reasonable efforts to alter the relationship to accommodate all parties.

3.6 PCMC shall not make any reference to the United States Olympic Committee or utilize any Olympic marks, symbols or terminology in any of its publicity, promotion, advertising and marketing materials for the Recreation Center, unless otherwise authorized to do so.

3.7 PCMC shall provide daily janitorial service for the Recreation Center.

4. **Insurance and Indemnity**.

4.1 USSA shall indemnify and hold PCMC 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 of nature, brought against PCMC arising out of, in connection with, or incident to the use of the Fitness Center by any of its athletes, coaches, staff or other eligible participant or program under paragraphs 3.4, 3.5, and 3.6 above and/or USSA'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 PCMC, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of USSA; and provided further, that nothing herein shall require USSA to hold harmless or defend PCMC, its agents, employees and/or officers from any claims arising from an intentional tort or the sole negligence of PCMC, its agents, employees, and/or officers. 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. USSA shall, at its expense, carry a policy of general liability insurance, including professional liability, in an amount of at least Two Million Dollars ($2,000,000) per incident or occurrence with at least a Four Million Dollar ($4,000,000) aggregate. USSA shall also provide Workers Compensation insurance as per the State of Utah required limits. A certificate of insurance naming PCMC as Additional Insured and stating that PCMC shall receive thirty (30) days written notice of cancellation shall be provided to PCMC on or before the effective date of this Agreement, and maintained continuously during the term of the Agreement.

4.2 PCMC shall maintain appropriate property insurance. PCMC shall not be liable for any damage caused by the negligence of USSA or any eligible participant or program conducted pursuant to paragraphs 3.4, 3.5, and 3.6 above. If damage or destruction to the Recreation Center shall be so extensive as to require the substantial rebuilding, the effect of which may require removal of USSA's operations from the premises, either PCMC or USSA may elect to terminate this Agreement by written notice to the other within thirty (30) days after occurrence of such damage or destruction.

5. **Miscellaneous Provisions**

5.1 No waiver or failure to act with respect to any breach of this Agreement shall be deemed a waiver with respect to any subsequent breach, regardless of its similarity to a previous breach.

5.2 Neither party may assign or transfer any part of this Agreement to any third party without the other party's prior written approval.

5.3 Without limiting the foregoing, for purposes of any obligation in connection with this Agreement, USSA shall not be deemed to be a partner, joint venturer or agent of PCMC or any third party.

5.4 This Agreement may be executed in counterparts, and photo static and facsimile copies of executed signature pages shall be fully binding.

5.5 Covenant of Quiet Possession. PCMC covenants with USSA that PCMC is the owner of the premises and that, unless otherwise provided by this Agreement, USSA's possession will not be disturbed by acts or omissions of PCMC so long as USSA faithfully performs the obligations of this Agreement.

**CHANGES**.

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

**ENTIRE AGREEMENT**.

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

DATED this day of , 2011.

# City Council & Planning Commission Joint Meeting Staff Report

**Author:** Katie Cattan, Thomas Eddington, Phyllis Robinson, Jonathan Weidenhamer
**Subject:** Redevelopment Strategies
**Date:** July 7, 2011
**Type of Item:** Legislative- Discussion

**Summary Recommendations**
Staff is requesting Council and Planning Commission discussion and direction on using the Community Visioning levers as a guide to find balance, inform the upcoming General Plan updates, and provide direction on the City's role in redevelopment. Staff is requesting specific direction on the following issues:

1. What should the City's role be in redevelopment as articulated through specific goals, strategies and projects found in the draft Redevelopment Strategic Plan? (Attachment A)
2. Should the Planning Department Staff prioritize resources to rewrite the Supplemental Neighborhood Plan within the General Plan for the Park Bonanza District?
3. Is it a City goal to enable redevelopment in the Historic District so long as it is balanced with preservation priorities? Specifically, is the intent of the current TZO to:
   a. Rezone all existing large lots and possible lot combos; or
   b. Address maximum building envelopes for new lot combos?

**BACKGROUND**
Over the past few years Park City completed three significant community outreach and planning efforts. The first was Vision Park City completed in October 2009. The second is redevelopment project planning for the Lower Park Avenue Redevelopment Authority (LPA RDA) which extends roughly from the golf course south to 8$^{th}$ Street and from Deer Valley Drive west to PCMR, and includes a portion of Bonanza Park. Both of these processes provide substantive input to the update of the City's General Plan scheduled for initial review by the Planning Commission in April 2012. The third outreach was completed by the Planning Department in the summer of 2010 and focused on future land use.

**Vision Park City 2009**
Hundreds of Park City citizens, business owners, employees, and stake holders gathered in large group meetings, smaller focus groups and one on one interviews during spring 2009. Within less than three months, more than 5,300 ideas, comments, suggestions, criticisms (constructive and otherwise) and well penned visions for Park City's future were collected. What Parkites told us during this process provides valuable insight into the community and helps identify community needs, programs and services to sustain our shared vision for Park City.

## What We Said About Ourselves

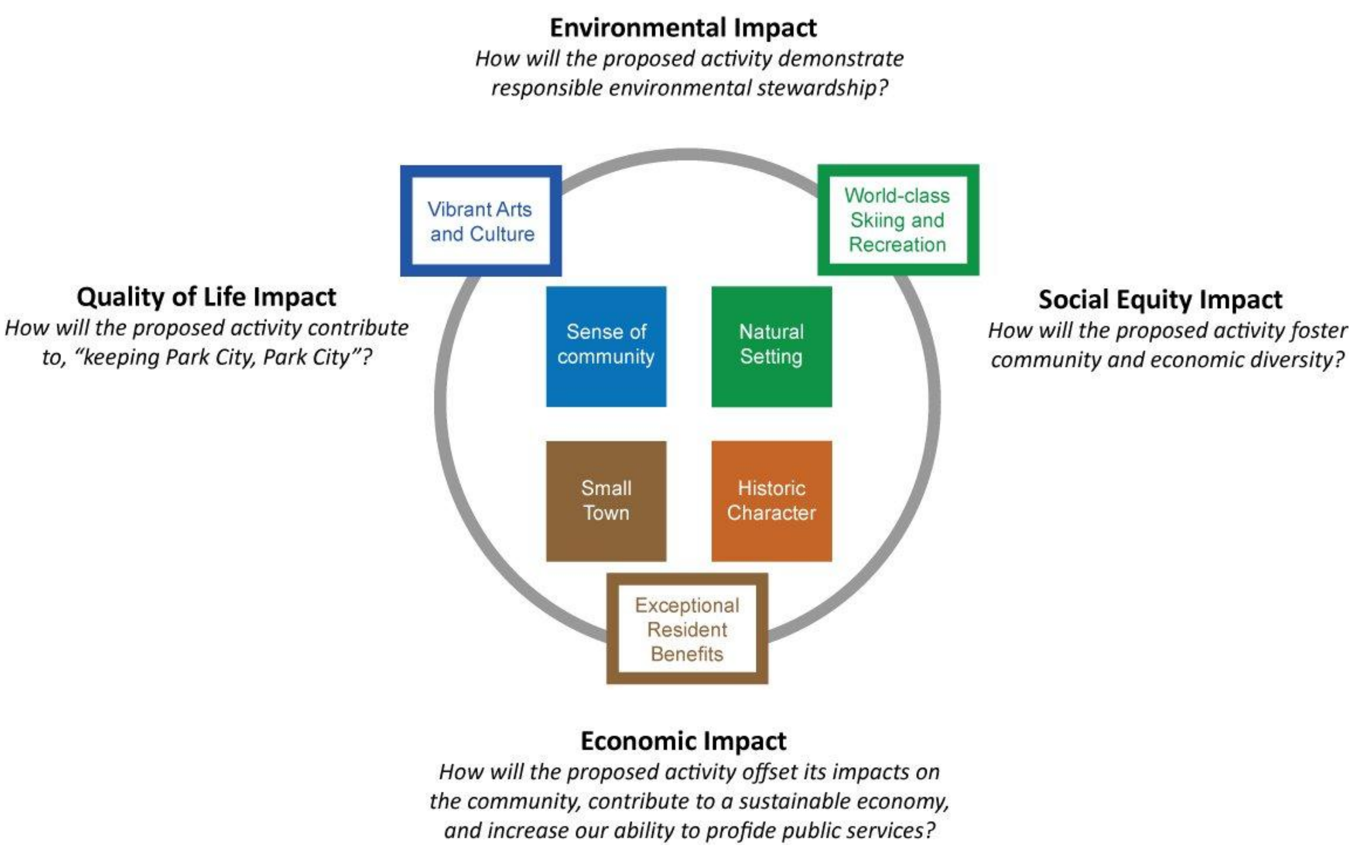
| What brought you here? | Percentage |
|---|---|
| Skiing / Snow | 17.88% |
| A great small town / the community | 16.32% |
| A job / business opportunity | 14.76% |
| The scenery / weather/ air quality | 9.03% |
| My significant other / family came, and I joined | 7.99% |
| **What keeps you here?** | **Percentage** |
| The community and people | 19.39% |
| Mountain Lifestyle/Quality of Life | 18.76% |
| Open Space/Setting/ Outdoor beauty | 11.01% |
| The small town character | 10.59% |
| Recreation (year round) | 8.49% |
| **What would make you leave?** | **Percentage** |
| Too much change or growth | 17.86% |
| Loss of natural beauty/ environmental decline | 12.66% |
| Loss of job / better opportunities elsewhere | 11.20% |
| If the people change too much | 9.90% |
| If it gets too expensive/forced out by high cost of living or lack of off-season jobs | 9.58% |
| **Where would you go?** | **Percentage** |
| Back home for family | 14.08% |
| Colorado | 11.27% |
| Big City (e.g., Seattle, Manhattan & Portland) | 8.45% |
| Northern California/Tahoe | 7.04% |
| Montana | 7.04% |
| **What makes you proud of Park City?** | **Percentage** |
| Olympics | 24.62% |
| When we rise to a challenge and do the right thing for the community and its people | 17.67% |
| When we host cultural events | 14.47% |
| Events that are for the town (e.g., Miner's Day, 4th of July, Summer concerts) | 14.29% |
| Sundance | 11.65% |
| **What don’t we like to admit?** | **Percentage** |
| Growing income gaps/workforce being pushed out/social equity | 23.42% |
| We're elitist/money-focused | 19.37% |
| We need to address traffic & other big city issues | 10.36% |
| Not really diverse | 9.31% |
| Social separation exists between long timers and new comers | 7.21% |
| **What is Park City’s personality?** | **Percentage** |
| Active/Involved/Community-Oriented | 12.0% |
| Outdoorsy/Recreation-Oriented | 10.0% |
| Friendly/Outgoing/Welcoming | 8.0% |
| Fun loving/Living Life to the Fullest | 7.0% |
| Bourgeoisie Bohemian | 6.0% |
| Ego-Centric/Pretentious | 6.0% |

| What do you hope Park City will be like in 20 years? | Percentage |
|---|---|
| Stays the same/ small town feel, sense of community, uniqueness | 22.20% |
| Less development/smarter growth/more -- Green & Open | 14.04% |
| Diverse, Affordable and Inclusive: people who work here live here | 13.38% |
| Less traffic/integrated transit & alternative modes/connected trail/bike/pedestrian system | 11.57% |
| Stays local (particularly no chain stores or real estate offices on Main Street & more family/kid friendly shops/activities) | 9.87% |

**Community Ideals**
Six community ideals or goals were synthesized from the findings of Vision Park City for incorporation into the General Plan update.

- Respect and conserve the **natural environment**
- Promote **balanced**, **managed** and **sustainable** growth
- Preserve a strong sense of **place, character and heritage**
- Foster a strong sense of **community vitality** and **vibrancy**
- Support and promote **diversity** in **people, housing** and **affordability**
- Promote a **diverse, stable** and **sustainable economy.**

**Evaluative Framework/The Four Levers**
An evaluative framework was designed as a tool for keeping Park City's core values in proper balance. It identified four filters or levers that must work in an interconnected framework to "*keep Park City, Park City*": economic impact, quality of life impact, environmental impact and social equity impact. These four areas form a network of considerations that must be taken into account as part of the work of managing Park City's *interconnected complex system*.



**Relationship of Vision Park City 2009 to the General Plan Update**

- Designed as **prelude** to the process of updating the general plan
- Provides a set of **touchstones** that define the **community ideals**
- Community values and ideals can be **reflected** in the **purpose or goal statements** of the General Plan
- Data, community input and learnings contribute to the **General Plan framework and alignment** with community ideals and are incorporated throughout the document.
- Goals shape **Implementation Strategies** to realize/preserve the community's **core values**.

**Lower Park Avenue Strategic Plan**

The City recently completed the final phase of its planning efforts for the Lower Park Avenue Redevelopment Authority (LPA RDA). Phase I was an updated project plan for the LPA RDA done by Design Workshop with input from Jack Johnson Company. This Plan was reviewed and approved on January 7, 2010 (Project Recommendations – Exhibit C). Phase II refined specific recommendations for community and neighborhood redevelopment by creating a Master Plan for City-Owned Property. It was prepared by PlanWorks Design (Michael Barille) and reviewed by City Council on January 27, 2011.

Phase III, the final phase, was completed in June 2011 by Design Workshop. Phase III examined the local and regional economy, more specifically Park City's retail market and carry capacity. Summaries of the Park City Retail Market Analysis and Carrying Capacity studies completed by Design Workshop are included as Exhibit B of this report. Three primary Findings include:

- Overall, the Main Street district remains relatively healthy given the national economic condition. However, Main Street could improve its overall health and regain its position as a district enjoyed by Park City and Summit County residents by doing a better job in appealing to locals.

- The Lower Park Avenue District, including the areas around PCMR, has a tremendous opportunity to redevelop and shape its identity in the Park City marketplace over the next several years. The various property owners should look for opportunities to support both the day skier and destination visitor markets in this part of Park City and should work with PCMR to define development concepts that serve its day skier market while creating a destination district that includes a range of places to eat, shop and have fun that appeal to locals and the greatest variety of tourists possible.

- The City and stakeholders in the Bonanza Park area should work together to develop it as a true neighborhood or district that serves the needs of locals, rather than as a disparate collection of various small shopping plazas and office parks. As part of this effort, the City should work to integrate all of the community features and amenities it would include in any other neighborhood – such as trails, parks and gathering places.

The full market analysis and Carrying Study are attached to this report and will also be available online at www.parkcity.org

In the past year, Council's priority for redevelopment has been focused in the resort economy within the Lower Park Avenue RDA. Due to the changing economic conditions and increased regional competition, staff believes the time is right to pursue this integrated approach based upon common interests in the LPA RDA, as well as in other likely redevelopment areas including Bonanza Park. It is important to consider that different districts or neighborhoods can have vastly different redevelopment and implementation strategies depending on stated goals.

**General Plan**
The General Plan is a "blueprint" for development. It consists of statements of development policies and includes concepts, maps, area plans, graphics/illustrations, and text setting forth goals, objectives, standards, and plan proposals. It is a comprehensive long-term plan for the physical development/redevelopment of the city.

The current rewrite of the General Plan will strive to articulate the balance identified during the 2009 community visioning process. At present, we have heard from many of you that the existing General Plan does not provide you with the guidance you would like to make decisions that are coherently strategic on a consistent basis. There are consequences to this:

1. Planning and Sustainability staff lack clarity about what role the City should have in redevelopment activity, if any;
2. The work of interpreting potential/proposed redevelopment activity becomes an exercise in a) deciding if one likes it and then b) finding in the LMC a regulation to prohibit or encourage it;
3. The development community (owners, builders, developers, investors, lenders) has some uncertainty about what to expect when they file applications. Fearing a tough approval/public hearing process, the development community (owners, builders, developers, investors, lenders) often lead with maximizing perceived entitlements and less creative designs.

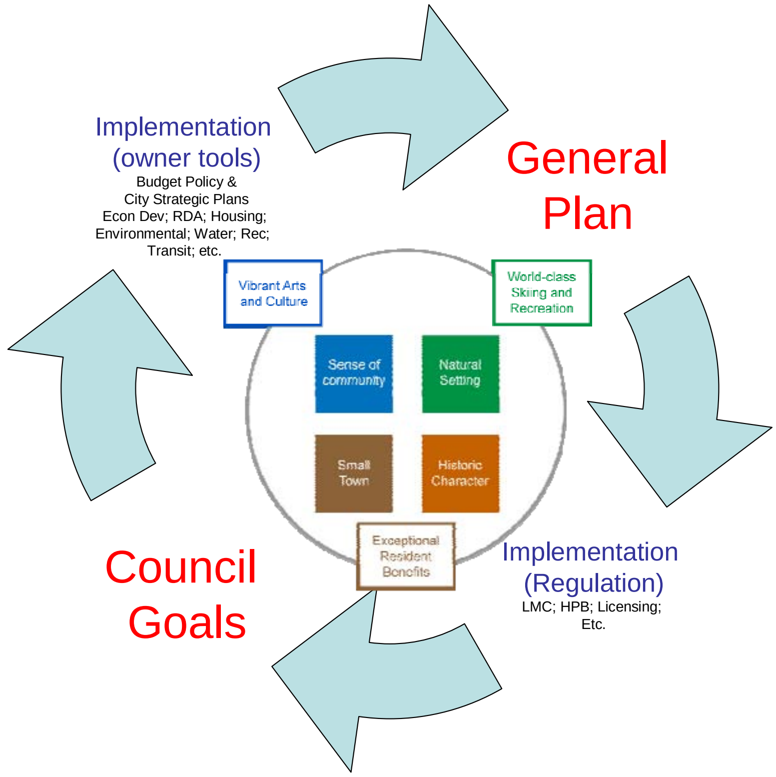
The Planning Department has committed to bringing a complete draft of the new General Plan to the Planning Commission by April 15, 2012. The Department has an ongoing time allocation of 20% of all Planners work time to complete the document. The City Council also committed additional resources to the General Plan through the creation of a one -year Planner II contract position allowing a Senior Planner to be reassigned and spend approximately 90 percent of staff time on the General Plan.

**Other Background Materials**
There is also a series of background information, study and analysis related to redevelopment over the past 20 or so years (Exhibit B). The majority of the information has been generated since the Olympics, with a recent focused effort. Most of that information should be considered context and background for this meeting and can be found on the city's website at the following link: www.parkcity.org. The information includes expanded information identified in Exhibit B.

**ANALYSIS**
**Redevelopment and Specific Issues for Discussion**
The City's role often is bifurcated between an "Owners" role by City Council and a regulatory role by the Planning Commission. Ongoing redevelopment planning and projects, coupled with the decisions made by the City Council in its Owner Role, can create inherent tension at the implementation level – where the owner's tools are budgetary and project oriented and the regulatory tools are limited to the Land Management Code. When the City is acting as owner, City projects must be consistent with the General Plan.

Staff has identified three key issues which need policy direction in order to meet expectations regarding our resort economy, long range planning and community character. These issues cross back and forth between the lines of Owner and Regulator and for this reason we believe a policy discussion between the City Council and the Planning Commission will be beneficial. The three key issues are:

- Redevelopment Strategic Plan and Implementation Program
- Bonanza Park Supplement to the General Plan
  Lot Combinations




**DISCUSSION ITEM #1 - REDEVELOPMENT STRATEGIC PLAN**

During the annual Council Visioning of 2009, and reiterated in 2010 and 2011Council identified the expansion of the resort-based economy as a specific Economic Development priority. Our economic and redevelopment background studies and guiding documents support the significance and impact of our tourism-based economy on our local quality of life.

> *Undoubtedly, tourism is the largest single component of the economic base of Summit County, generating total economic impacts of over $1.6 billion annually, creating nearly 12,000 jobs and increasing earnings by almost $300 million. Measurable tax impacts are over $57 million annually and contribute substantially to the budgets of Summit County, Park City Municipal Corporation and the three school districts in the County. Without the net contribution made by visitors, Summit County residents could only maintain their current resort lifestyle through substantial property tax increases. (Economic Impacts of Tourism, Wikstrom, 2009)*

The Economic Element of the Park City General Plan recognizes that Park City has many impressive community amenities for a town of such a small population.

> *"Many of the benefits enjoyed by residents are attributed to the revenues derived from the tourism industry. Community facilities such as the Library, Racquet Club and the Municipal Golf Course are all examples of the quality facilities that tourism revenue supports. Well maintained streets, enhanced police protection and increasing access to technology infrastructure are products of the resort economy."*

Tourism is Park City's major industry providing over 2/3 of municipal general fund revenues. Our resort economy supports a high level of services and facilities that benefit both visitors and residents. The General Plan further states that "*in order for the community to continue enjoying these benefits and amenities we must maintain a viable and healthy tourism economy. In order to achieve this goal, we must strike a balance between development pressures, recreational activities and the natural environment to ensure that we are maintaining the quality of life that continues to attract visitors and residents alike.*"

These statements are reinforced by the following Policies and recommended Actions of the current General Plan's Economic Element:

***Policies***

- *Recognize potential conflicts between our resident population and economic growth resulting from the increase in tourism and mitigate these conflicts to the extent possible.*
- *Emphasize the community as an attraction for tourists while recognizing the tourist economy results in many of amenities desired by our residents.*

***Recreation and Tourism Development Actions***

- *Expand resort venues and activities such as hiking trails, golf, ice skating, cross country skiing and back country experiences.*
- *Plan both winter and summer activities to enhance a year round recreation and tourism atmosphere.*
- *Support and encourage the ski resorts to integrate their recreational facilities and programs in order to enhance the winter visitor's overall skiing experience.*

Staff believes that redevelopment is an ongoing, evolutionary process. All neighborhoods and, in particular, commercial districts must physically reinvent themselves if they desire to stay viable. We believe Park City has had tremendous success because we have been willing to take bold steps to constantly reinvent ourselves. To continue to thrive in the face of *external* growth pressures, sustainable redevelopment offers an opportunity to improve the livability of our community and reduce environmental impacts, while protecting our economic engine. We are not just caretakers or stewards. Caretakers attend to dying communities. We are a vibrant, thriving community and we continue to do so because we are willing to take bold action. We are not the same town as 25 years ago.

One of the greatest challenges that we will face as a community in the next twenty years will be suburban sprawl and growth pressures from Summit and Wasatch Counties. Our choice is how we respond to them – do we let external growth pressures happen to us, or do we take bold steps to again evolve our own destiny and remain a leader in the resort destination marketplace. The policy decisions we make in the next two to five years will have long term impacts on our competitive advantage for the next 15 – 20 years. Through continual, sustainable redevelopment, Park City can continue to reinvent or reposition itself and thrive with a prosperous economy, a livable community and a flourishing environment.

During previous annual visioning discussions on redevelopment, the City Council adopted and later re-affirmed the strategy of pursing an integrated, proactive approach to redevelopment which includes identifying partnership opportunities with other public and private entities based upon common goals. The underlying philosophy of this approach is that it affords us, the City, the ability to participate actively, if not control, our destiny rather than only respond through a regulatory process. External forces drive the free market and staff believes taking a pro-active or collaborative role with major landowners is critical to the shaping a preferred built environment. Taken in this context, redevelopment is a continual process of change and refinement in a community – economically, socially and environmentally, or said another way, balancing the community visioning levers. It needs to be looked at as a portfolio of projects to be balanced over a long term horizon such as that which is envisioned in the General Plan. Some projects may satisfy more levers than others in the short term. Change, or redevelopment, may, or may not, be growth inducing. How we position ourselves to shape that change, and how we analyze both the benefits, "the gets", compared to costs, "the gives", as it relates to that long term portfolio will be crucial to our continued viability and sustainability.

Doing so, we believe will identify policy goals necessary to inform the concurrent General Plan rewrite and establish guiding principles for both private developers and the City (in both roles of owner and regulator) and should be done using the Community visioning levers. The "levers" within the Visioning Filter intend to maintain resident quality of life through enhancing the resort economy through ongoing redevelopment. If the City Council and Planning Commission generally prefer a more conservative growth approach as it relates to redevelopment, they should direct that position to staff.

Staff firmly believes that we can articulate different redevelopment goals, strategies and projects/ programs for each of our diverse neighborhoods and business districts that won't tip the balance of the community visioning levers.

***Redevelopment Strategic Plan Issues for Policy Discussion***

1) What should the City's role be in redevelopment as articulated through specific goals, strategies and projects found in the draft Redevelopment Strategic Plan?
2) Does the draft Redevelopment Strategic Plan reflect the right "role" for the City? Is the activating tone right, i.e. are the words" facilitate, encourage, support" the right message or do we want to "limit, protect, and manage?
3) Are the projects, goals & strategies in alignment in the draft Redevelopment Strategic Plan in alignment with current City Council goals and priorities? If not, how do they need to be modified?
4) Staff supports a balanced portfolio approach to implementing redevelopment and other projects. Do you support this approach as an implementation tool for the General Plan?

**DISCUSSION ITEM #2 – BONANZA PARK SUPPLEMENT TO GENERAL PLAN**

The August 2007 Park Bonanza District supplement (renamed Bonanza Park in 2010) to the General Plan creates a framework to balance City objectives and guide land-use decisions while addressing issues of redevelopment and resident/visitor demands (available on city's website). The update includes specific consideration to flexibility in zoning regulations to facilitate District Goals including increased height (Sections 3.5.7-3.5.9) and housing opportunities (Sections 3.5.12-3.5.13).

Section 2.0 of the Supplement includes the following District Objectives:

a. *The District will primarily continue to serve the needs of the residents and visitors to Park City, consistent with changing consumer demands for services, restaurants, shopping and housing. Local businesses will be strongly encouraged. National brands will not be prominent in design or placement. The District is intended to act synergistically with Main Street, by providing a different lifestyle and commercial environment. Differences will be evident in architecture, urban design, and mix of commercial and residential areas in the District.*

b. *The goals and measures to achieve the overall planning objective for the District is to identify those elements that should be incorporated in development plans to guide change in a positive direction. For Park Bonanza District, a positive direction is defined as increased pedestrianization, maintenance of the attractiveness of local and small business and restaurants, protection of existing housing areas, improved opportunities for a range of new housing, and coordinated direction for re-development proposals. Bicycle and vehicular circulation will be improved. Open spaces will provide for public areas, circulation, activities and community connectivity, with active, passive, natural and urban open areas. Mountain views will be maintained.*

c. *Facilitation of the overall success for the District is achieved by coordination of land use and transportation plans, definition and incorporation of uses that contribute to the overall success of the District. Facilitation includes consideration for modification of the current City zoning regulations, consistent with the intent of this section and the overall Park City General Plan. Facilitation also includes identifying the opportunities to contribute to the overall quality of life for all of Park City. Housing, shops, and services that can be served by the existing transit system, parking areas that can serve the* *demands of the district plus provide supplemental parking for the resorts and Main Street are examples of the current range of opportunities presented within the district. Facilitation includes the possible identification of projects where City resources can be contributed to assist with overall benefits to the Park City community.*

The Bonanza Park district has been studied by the Planning Department as part of the ongoing General Plan efforts and was discussed in February 2011, at a joint meeting of the City Council and Planning Commission during Council Visioning. At that joint meeting staff presented a visioning paper regarding the importance of proactively planning for the Bonanza Park district and recommended a conceptual framework outlining the desired land use patterns, economic issues, uses, and design ideas. Very simply, the paper noted that there is a "*disconnect that is challenging the community, the City Council, and the Planning Commission as these entities try to realize a better plan, a better path, a better future for Park City. The creation of a new General Plan for the community is the starting point to resolve this disconnect. Make no mistake; real estate development will re-emerge in Park City as the financial markets begin to loosen the bubble-induced controls on funds. A new General Plan will allow the City to better guide this impending future development rather than react to it.* "

The Conceptual Framework outlined at the Council Visioning session in February 2011 for the Bonanza Park District included:

- *A re-oriented streets plan introducing a grid system by which redevelopment would be organized; the basis of the grid master plan is Smart Growth concepts.*
- *A new master planned neighborhood identity which intentionally contemplates an improved entry/focal point for the Kearns Boulevard (SR 248) and Bonanza Drive intersection as well as the Park Avenue (SR 224) and Bonanza Drive intersection.*
- *The City's major transportation corridors frame the area and these three (3) arterials providing easy access to this district and the rich development potential on the interior. This framed in area needs a plan which focuses on mixed use development, useable large green spaces, walkability concepts, affordable housing, market rate housing, "local" shopping, etc.*
- *A Transit Hub with connectors to Park City Mountain Resort, Main Street and Deer Valley is another key concept of BOPA. This transit hub could take the form of underground parking garages minimizing the expansive parking lot asphalt identity currently associated with development in this district. Connectors could take the form of a smaller shuttle service, future rail, and/or gondolas.*

*A new urbanist, walkable, and sustainable village concept is vital to tie all of the pieces together for a successful neighborhood. Mixed-use residential and commercial spaces will allow residents to live/work in the area, limiting auto usage and doubling up on the transit opportunities of the hub. A well thought-out Master Plan contemplating reduced or zero-lot-line setbacks, varying building heights and architectural styles, useable open and green gathering areas, low energy building designs, and support commercial retail focused on everyday living needs would be necessary. Incorporating existing grocery stores, drug stores, movie theaters, restaurants, and hotel uses into the new Master Plan is essential to the creation of the "local" business/residential node that is imagined for BOPA.*

*Pedestrian connections are nearly nonexistent in the area currently. Park City's extensive trails system does not pass through the area, but travels along its northeast borders predominately. Bus and transit connections require pedestrians to maneuver across Park Avenue (SR 224) and gather along the fringes of expansive asphalt parking lots, losing any connection with human scale. Relocation of the transit connections will allow engagement in the center of the zone. Moving transit stops from Park Avenue (SR224) and Kearns Boulevard (SR 248) provides a clean slate to beautify and green the city rights-of way and allows for a more fluid vehicular flow into and out of town.*

*BOPA's redevelopment potential is important to Park City as a whole and serves as an ideal case study in sub-area or district planning. BOPA has many site specific advantages as a redevelopment area:*

- *Land contiguous to the City's major transportation corridors*
- *Limited property owners despite the large number of lots; and owners willing to work with the City to plan for redevelopment of the area*
- *An abundance buildings that have reached their planned financial and/or structural obsolescence*
- *A right-of-way system that lacks connectivity*

*The plan for BOPA is not intended to compete with Main Street. Main Street exists as the gem of the City, a destination for visitors that maintains a unique ambiance which cannot be duplicated. The plan is designed to create a complementary node for Main Street that provides opportunities for local commercial (and some visitor/resort commercial) development, transit connections, mixed residential development, and public gathering spaces.*

***Bonanza Park Supplement Issues for Policy Discussion***

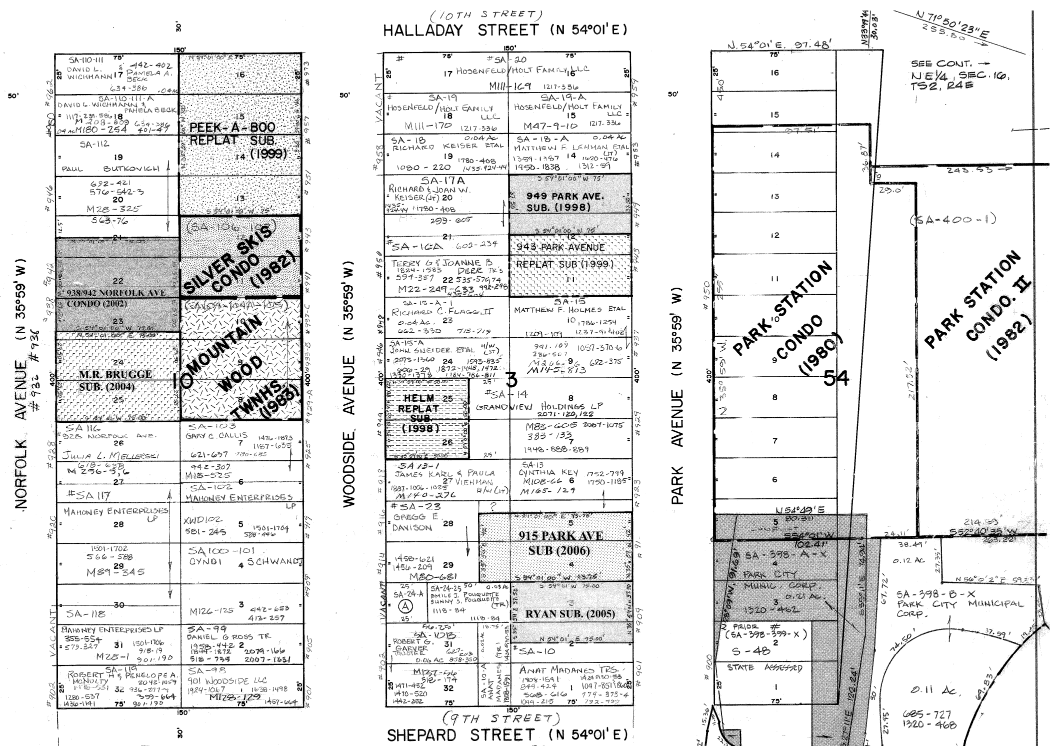
1) Do City Council and Planning Commission agree with the overall (high level) vision for Bonanza Park as presented by staff in February 2011?
2) If so, is it possible to achieve that vision with the existing supplement?
3) If not, do City Council and Planning Commission wish to prioritize the rewrite of the Bonanza Park supplement? Planning Staff believes rewriting the existing supplement would be more proactive and beneficial in light of possible development applications within this district. The alternative is to address the Bonanza Park district within the General Plan that will be complete in April 2012
4) If so, staff is requesting policy direction for the rewrite. Specifically, what would be the intended outcome of the rewrite?
   a. Downzone the area, or
   b. Provide greater flexibility such as the ability to increase height and or density and other land use regulations in exchange for other defined benefits to the community and economy?

**DISCUSSION ITEM #3 – LOT COMBINATIONS**

One of Park's City's most cherished assets is our historic districts. Park City has two National Register Historic Districts. The Main Street Historic District, listed on the National Register in 1979 includes structures between 3rd Street and Heber Avenue, located primarily along Main Street. The Mining Boom Era Residences Thematic District, listed in 1984, includes residential structures throughout Park City built during the mining boom period (1872 – 1929) that were found to be both architecturally and historically significant.

The City was platted in the late 1860s with the majority of residential lots being 25' x 75' lots. By the 1890s the Park City population rose to 7000 people, similar to today's primary residence population, most of which lived in the old town area. Old town was dense as shown on the below 1890 Sanborn Fire Map. Ownership of more than one lot has been a part of Park City's - history. The Sanborn Maps reflect ownership boundaries rather than individual lots. Lot combinations have become more frequent since the emergence of the recreation industry in the 1960's. Lot combinations have created a new pattern of larger homes in the historic district. The current recorded plats as shown below are the same area shown in the 1890 Sanborn Fire aps.


NORFOLK
WOODSIDE
PARK
210
(10)
203
254
(54)
3


(10TH STREET)
HALLADAY STREET (N 54°01' E)
NORFOLK AVENUE (N 35°59' W)
WOODSIDE AVENUE (N 35°59' W)
PARK AVENUE (N 35°59' W)
PEEK-A-BOO REPLAT SUB (1999)
SILVER SKIS CONDO (1982)
938/942 NORFOLK AVE CONDO (2002)
MOUNTAIN WOOD TWNHS (1983)
M.R. BRUGGE SUB. (2004)
10
949 PARK AVE. SUB. (1998)
943 PARK AVENUE REPLAT SUB (1999)
HELM REPLAT SUB. (1998)
3
915 PARK AVE SUB (2006)
RYAN SUB. (2005)
PARK STATION CONDO (1980)
54
PARK STATION CONDO. II (1982)
(9TH STREET)
SHEPARD STREET (N 54°01' E)

As far back as 1990, there have been concerns expressed by some members of the public, the Planning Commissioners, the City Council, and the Historic Preservation Board that the zoning regulations result in unacceptable development density and incompatible building sizes. In the early 1990s, a critical development occurred when the Chief Building Official and City Attorney confirmed that the UBC and state law did not allow construction across platted lot lines even when both lots were owned by the same person. That decision fundamentally altered the City's ability to regulate new construction and remodels to historic properties (by mandating plat amendments prior to building permit).

Concerns have further been expressed that the existing plat amendment process allows increased density, larger lots, and larger homes that are inconsistent with historic neighborhood development patterns and existing topography. Amendments to the LMC in the form of Floor Area Ratio and Footprint Formulas were made in 1990, 1995, 1999, and 2000. These issues were last discussed in February of 2007. The outcome of the 2007 discussions was the amendment of the LMC Steep Slope Conditional Use Permit review and adoption of new Historic District Design Guidelines.

More recently, there have been a number of plats taken before the Planning Commission and City Council in which there has been heightened concern for lot combinations. Staff would like to take the opportunity to utilize some of the time during the joint meeting to get to the crux of the issue and how it applies to the City’s vision. This discussion will help layout the framework for old town redevelopment within the new General Plan.

The LMC identifies the following minimum lot sizes within each historic zone:

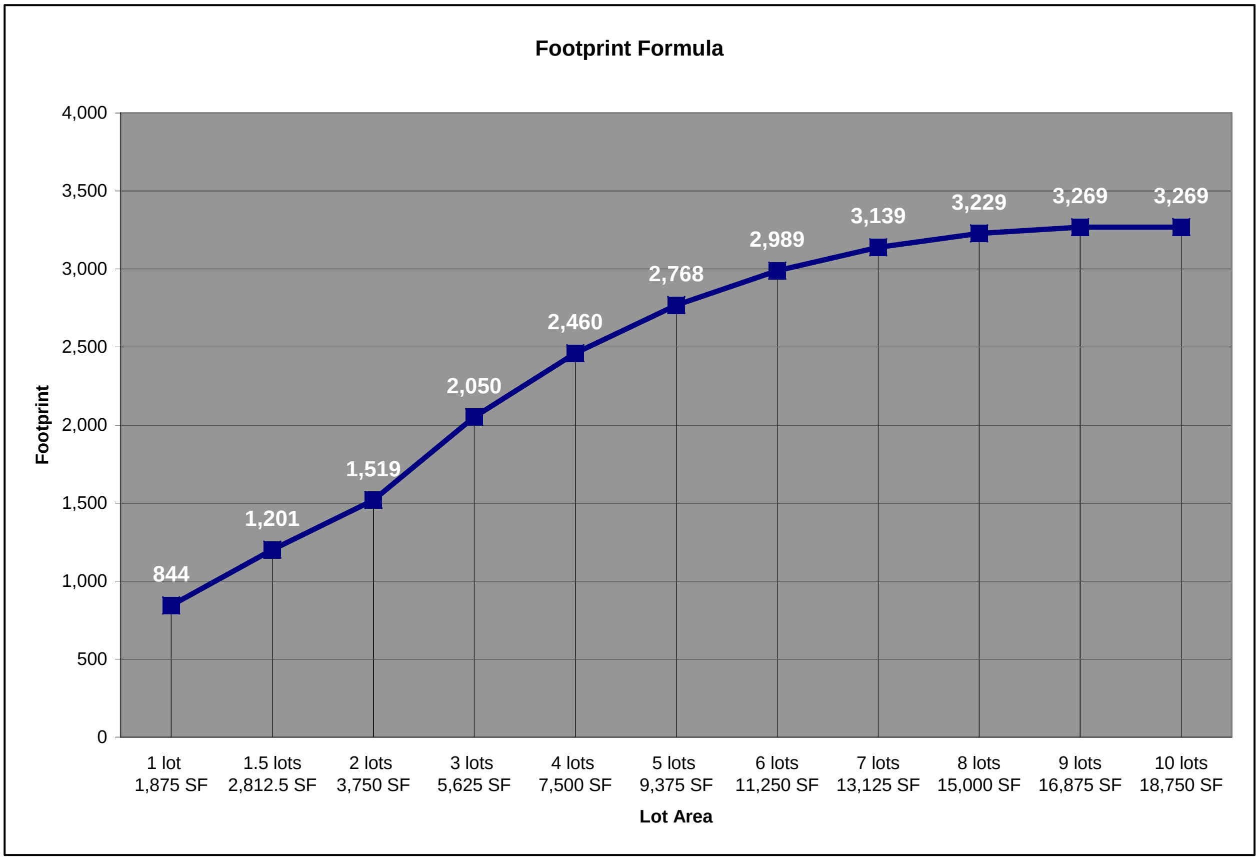
| Zone | Minimum Lot Size |
|---|---|
| HCB | 1,250 |
| HR1, HR2, HRM, | 1,875 |
| HRL | 3,750 |

Within the HR-1, HR-2, and HRL, a maximum footprint calculation is established through applying the following equation:

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP= maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3{,}750/2) \times 0.9^{(3750/1875)} = 1{,}875 \times 0.81 =$ 1,519 sq. ft.



## Pros and Cons of Allowing Lot Combinations

| Pros | Cons |
|---|---|
| Cleans up lot lines under historic homes. | Allows greater footprint than a single lot. On a lot combination with a historic home the addition may be perceived as too large. |
| Removes encroachments of historic homes. | Lot combinations change the historic pattern of old town. The lots were 25' wide by 75' deep. By creating mix-matched lots, mix-matched homes are created and the historic pattern is changed. |
| Allows better design with a garage. With a wider lot, the front of a home can be more than just a garage and a small front entryway. | Majority of developers maximize square footage of homes for return on investment. This creates larger homes at a very expensive price tag. May be unattainable for many full time residents. |
| Creates more area for emphasis to move away from the garage door. | Allows larger addition onto a historic home. |
| Creates larger homes for families that need larger spaces. | |
| Allows larger addition onto a historic home. | |
| Decreases the amount of additional infill homes between historic homes. | |
| Attainable for second home owners. Brings in greater property taxes. | |
| New guidelines protect status of historic homes, so inappropriate additions can not be approved. | |

## Pros and Cons of Not Permitting Lot Combinations

| Pros | Cons |
|---|---|
| Old town was meant to be dense. Platted as 25 x 75 lots. | On a 25' wide lot, creating good design with a garage is very difficult. A typical garage door is 10 -12 feet wide leaving only leaves 7 – 9 feet for entry. Not compatible with historic homes, too much emphasis on the car. Code for new construction requires 2 parking spaces. |
| Density works in old town. It is walkable. The infrastructure exists. Providing more homes in town might reduce expansion of infrastructure. | More individual units of infill in old town. |
| More people in the walking part of town = smaller carbon footprint. Also near transit center. Car is not a must. | Residents who own incompatible homes will not be motivated to make changes and will maintain incompatible non-complying structures. |
| More homes = more vacation rentals = more money spent on Main Street and at resorts. Local money kept in the local economy. | More homes = more cars. Cars are an issue in old town. |
| More homes on smaller lots = smaller homes = more opportunity for locals to buy in historic district. | |
| More gross square footage per lot than a home on two combined lots, therefore more taxable square footage. | |
| Pattern in old town established in the late 1800's with platted lots and small homes close to one another. Lot combinations have led to the change in the pattern of platted old town. By not allowing them into the future the previous pattern may return over time. | |

***Lot Combinations Issues for Policy Discussion***

In June 2011 the City Council approved a Temporary Zoning Ordinance to allow time to further study this issue. At this time staff is requesting City Council and Planning Commission discussion to inform their analysis

1) What role does the Historic District play in the future of our economy and vibrancy of our Park City? Specifically, what is the perspective on lot combinations in Old Town?
    a. Is the issue compatibility (size and scale) or density (units per acre)?
    b. How should we weight the comfort of modern amenities (off street parking, larger homes) relative to compatibility in old town?
2) Is it a City goal to enable redevelopment in the Historic District so long as it is balanced with preservation priorities? Specifically, is the intent of the current TZO to:
    a. Rezone all existing large lots and possible lot combos; or
    b. Address maximum building envelopes for new lot combos?

**Summary of Discussion Issues**

*Redevelopment Strategic Plan Issues for Policy Discussion*

1) What should the City's role be in redevelopment as articulated through specific goals, strategies and projects found in the draft Redevelopment Strategic Plan?
2) Does the draft Redevelopment Strategic Plan reflect the right "role" for the City? Is the activating tone right, i.e. are the words" facilitate, encourage, support" the right message or do we want to "limit, protect, and manage?
3) Are the projects, goals & strategies in alignment in the draft Redevelopment Strategic Plan in alignment with current City Council goals and priorities? If not, how do they need to be modified?
4) Staff supports a balanced portfolio approach to implementing redevelopment and other projects. Do you support this approach as an implementation tool for the General Plan?

*Bonanza Park Supplement Issues for Policy Discussion*

5) Do City Council and Planning Commission agree with the overall (high level) vision for Bonanza Park as presented by staff in February 2011?
6) If so, is it possible to achieve that vision with the existing supplement?
7) If not, do City Council and Planning Commission wish to prioritize the rewrite of the Bonanza Park supplement? Planning Staff believes rewriting the existing supplement would be more proactive and beneficial in light of possible development applications within this district. The alternative is to address the Bonanza Park district within the General Plan that will be complete in April 2012
8) If so, staff is requesting policy direction for the rewrite. Specifically, what would be the intended outcome of the rewrite?
    a. Downzone the area, or
    b. Provide greater flexibility such as the ability to increase height and or density and other land use regulations in exchange for other defined benefits to the community and economy?

*Lot Combinations Issues for Policy Discussion*

9) What role does the Historic District play in the future of our economy and vibrancy of our Park City? Specifically, what is the perspective on lot combinations in Old Town?
    a. Is the issue compatibility (size and scale) or density (units per acre)?
    b. How should we weight the comfort of modern amenities (off street parking, larger homes) relative to compatibility in old town?
10) Is it a City goal to enable redevelopment in the Historic District so long as it is balanced with preservation priorities? Specifically, is the intent of the current TZO to:
    a. Rezone all existing large lots and possible lot combos; or
    b. Address maximum building envelopes for new lot combos?

**Significant Impacts**

There are likely trade offs that come with any partnership. For example, if a truly vital, active and sustainable community is to be created the developer may ask for additional height and/or density to allow the flexibility in housing opportunities, design and construction costs. Initiating consideration of Code amendments to either the general plan and or Land Management Code may be necessary to achieve common goals as described below. While the efforts described within this report would be intended to achieve balanced (smart) growth, diverse housing inventories and other community objectives or mitigation measures, some constituents would inevitably perceive the Council as facilitating growth.

**Summary Recommendations**

Staff is requesting Council and Planning Commission discussion and direction on using the Community Visioning levers as a guide to find balance, inform the upcoming General Plan updates, and provide direction on the City's role in redevelopment. Staff is requesting specific direction on the following issues:

1. What should the City's role be in redevelopment as articulated through specific goals, strategies and projects found in the draft Redevelopment Strategic Plan? (Attachment A)
2. Should the Planning Department Staff prioritize resources to rewrite the Supplemental Neighborhood Plan within the General Plan for the Park Bonanza District?
3. Is it a City goal to enable redevelopment in the Historic District so long as it is balanced with preservation priorities? Specifically, is the intent of the current TZO to:
   c. Rezone all existing large lots and possible lot combos; or
   d. Address maximum building envelopes for new lot combos?

**Exhibits**

A) Redevelopment Strategic Plan – Draft
B) Economic & Redevelopment plan History (summary)
C) LPA RDA Update Project Plan (January 2010)
D) Market Analysis & Carrying Capacity Study – Summary of Findings & Recommendations

E) Supplemental Exhibits – Available at www.parkcity.org
   1) Community Vision 2009 Summary Report
   2) Overview of current Redevelopment Planning in Lower Park Ave RDA
      a) Phase I – Lower Park Avenue RDA Updated Plan
      b) Phase II – Lower Park Avenue RDA Updated Plan Details on City-Owned Property
      c) City-wide Market Analysis
      d) City-wide Carrying Capacity Study and Metrics Chart
   3) From Visioning to Planning to Implementation – a case study on Bonanza Park
   4) 2007 Bonanza Park Supplement to General Plan
   5) Summary Pages of Past PCMC Economic & Redevelopment Studies
      a) Economic Development Strategic Plan (current)
      b) Chart of all Studies
      c) Main Street RDA Plan (1981)
         a. Main Street RDA Extension (2005)
      d) Original Lower Park Avenue RDA Plan (1990)
      e) Urban Design Study (1993)
      f) Downtown Action Plan (1998)
      g) General Plan – Economic Element (2000)
      h) Old Town Improvement Study (OTIS) (2002) and 2011 update and Re-Evaluation
      i) Downtown Economic Summit (2003)
      j) Conference Center Feasibility Study (2003)
      k) Economic Development Plan Visioning Session (2003)
      l) Commercial Inventory (2005)
      m) Walkability/Bikeability Neighborhood Study (2007)
      n) Economic Impact of Tourism (2009)

# Exhibit A – Redevelopment Strategic Plan Draft

**Vision**: To provide long-term economic health for Park City along with a dynamic package of resident benefits through sustainable redevelopment practices that are unique to each separate business district or neighbrhood. As a guiding principle, all redevelopment initiatives will consistently strive to sustain a vibrant multi-seasonal destination resort community while creating a sense of place for visitors and residents.

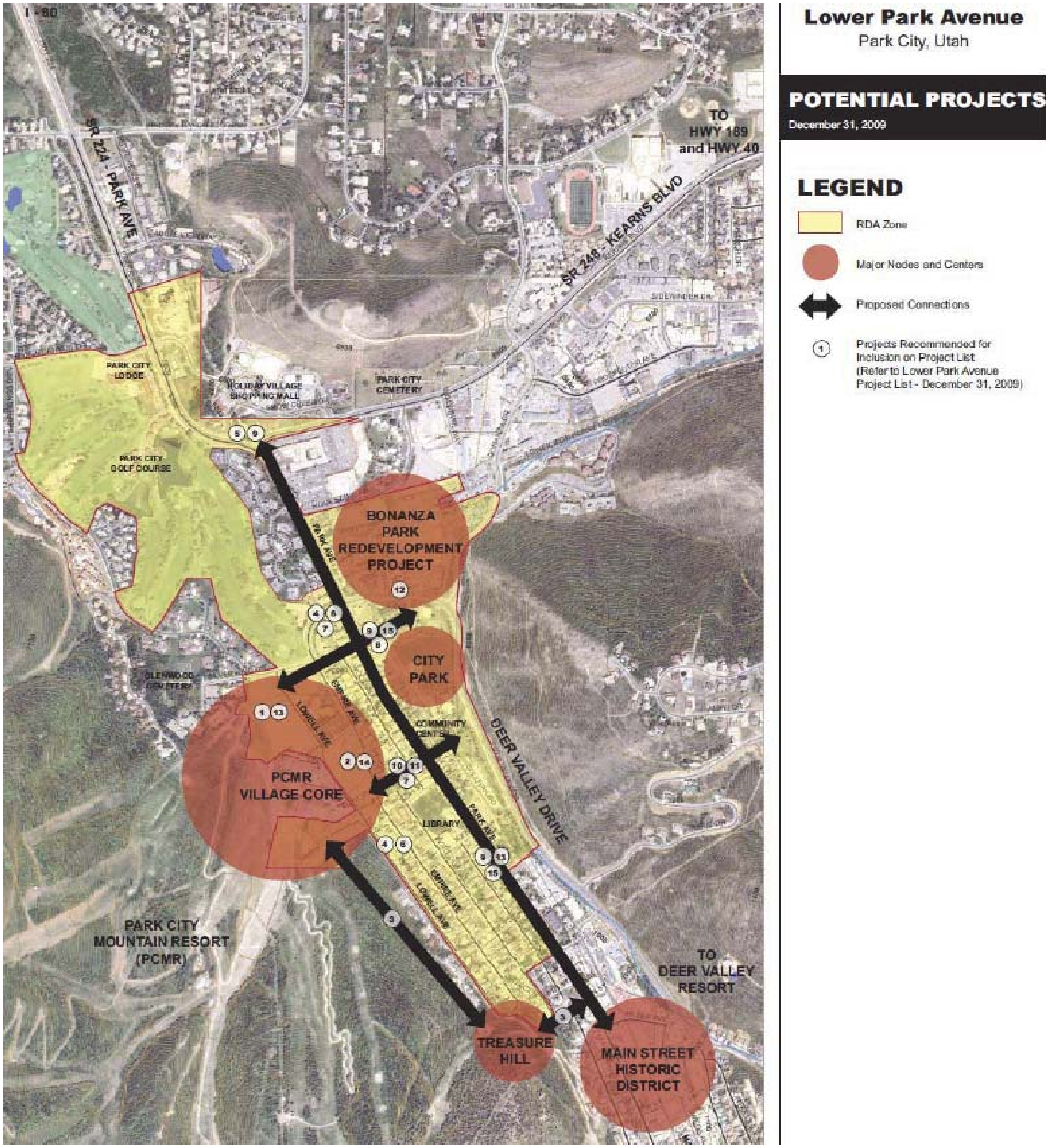
| Goals (2011 – 2020) | | Strategies | | | Projects / Programs | |
|---|---|---|---|---|---|---|
| **Priority** | | | | | **Priority Projects** | **Time Lines** |
| Organize land use patterns, community character priorities, economic or redevelopment strategies by neighrborhood/ business district | Strat 1 | Establish Supplemental Neighborhood Plans within the General Plan to articulate narrowly defined goals & projects for individual neighborhoods/ business districts | | 1 | Prioritize staff resources to focus on BoPa supplemental section of G. Plan to inform and set Guiding Principles for broader G. Plan update | **6 months** |
| Identify resort & tourism redevelopment projects that help Park City provide amenities & high quality of life for residents | 2 | Study and address the current use of lot combinations in old town, which produce larger structures as opposed to smaller lots/structures, and their impact on businesses on Main St and community character. | | 2 | Inform General Plan rewrites & ED/ RDA Strategic Plans through use of existing public & private neighborhood planning document:1)LPA RDA - Design Workshop & PlanWorks plan); 2) Main Street - HPCA infrastructure study 2011; 3) BoPa neighborhood meeting. | |
| Facilitate the redevelopment of the resort economy | 3 | Use the Lower Park Avenue RDA tax increment as a means to implement projects. | | 3 | Modify LMC in Old town to protect historic district &community character by regulating massing and compatibility though lot combinations | |
| Increase the tax base, visitor numbers, and permanent population inside the city limits | 4 | Extend the LPA RDA as mean to facilitate ongoing redevelopment projects | | 4 | Partner with PCMR to facilitate the redevelopment of the surface parking lots, including extension of the LPA RDA. | |
| Encourage redevelopment initiatives in the Bonanza Park area and use it as an incubator for smart growth and sustainable development in PC | 5 | Work with business districts to support the "right" commercial mix as identified in Market Analysis | | 5 | Pursue Concept Design & preliminary cost estimates for City-owned property (housing & community based RDA) within LPA RDA | |
| Make decisions within the recommendations of the market analysis, carrying capacity study & community visioning goals. | 6 | Consider use of LPA RDA as a tool to facilitate solution at Treasure Hill | | 6 | During the GP rewrite, identify individual neighborhood/ business district redevelopment supplements. | |
| Minimize commercial leakage | 7 | Update regulatory codes to allow easier processes for major renovations or redevelopment of large parcels and condos. | | 7 | Use $ from LPA RDA to subsidize ski improvements at PCMR | **1-2 years** |
| **Ancillary** | 8 | Redevelop with an eye to a balanced transportation and pedestrian infrastructure system throughout Park City. Support walkabilty and connectivity. Acquire right-of-ways and build roads to create grid street systems using density bonuses. | | 8 | Identify highest and best use of Brew Pub lot | |
| Fill voids left by any departing companies using smart growth and sustainable redevelopment concepts. | 9 | Identify preferred uses for critical pieces of City-owned property | | 9 | Main Street - Explore streetscape, infrastructure improvements and opportunities for a central gathering area to reinforce destination tourism | |
| Promote smart growth and sustainable development throughout the greater Park City area as a tool for limiting urban sprawl and it's related traffic and market side-effects in Summit County. | 10 | Pursue a plan for Bonanza Park that allows 5-7 story heights as a standard that do not significantly degrade certain view corridors. | | 10 | Modify LMC in HCB District to encourage and support vitality, activity while still protecting scale and integrity of historic buildings | |
| | 11 | Consider flexibility in parking and housing requirements with private partners in redevelopment projects if appropriate community benefits are options and budget permitting. | | 11 | Jointly plan & operate Convention, multi-use event center & (pending feasibility analysis) | |
| | | Provide sustainable housing choices on a scale that are not currently available in the city. | | 12 | Implement recommendations in the new Transportation Master Plan to mitigate impacts resulting from growing tourism economy. | |
| | | | | 13 | Amend LMC to allow MPD's in excess of x size/sf longer expiration timelines | |
| | | | | 14 | Regionally collaborate to articulate goals, needs, and possible outcomes of creating high altitude destination center | **Uncerta in timefra** |
| | | | | 15 | Prevent major retail chains in old town, consider "boutique chains". Consider larger chains in other redeveloping districts that have larger footprints and where impacts on "character" will be less. | |

# Exhibit B – Economic & Redevelopment Studies Summary

**Economic & Redevelopment Studies**

| Study | Date | Who | Status | Take Homes |
|---|---|---|---|---|
| Main Street RDA | 1981 | PCMC Staff | extended through 2021 | remove & rehab buildings, purchase land, public infrastructure improvements (infrasturcture), remedy environmental issues including parking |
| Downtown Action Plan | 1998 | PCMC Staff | majority implemented | Improvements to transportation roadways and trails, public transit, parking, pedestrian traffic, public art along with other landscape and streetscape attractions. |
| General Plan - Economic Element | 2000 | Wikstrom for PCMC | Plan currently out of date | Tourism provides about 2/3 of G. Fund. Support resort economy. Find balance w/ Community & environment |
| Old Town Improvement Study (OTIS) | 2002 | PCMC Staff and consultants | many projects implemented | Reconstruction of underground utilities, pedestrian facilities, off-street parking, residential connections of driveways and walkways, and full road reconstruction with gutters, inlets and pipe system for storm water management. |
| First Economic Development Plan | 2003 | PCMC Staff | majority implemented | Greater Diversity of events and economic activities through an improved application/selection process; working with Arts Council to promote PC's arts & culture assets; working with Main Street businesses; bike/pedestrian paths expanded & enhanced; parking garage expanded; new rec. center being built; golf course & ice rink are successful; increasing number of sports tournaments. |
| Conference center Feasibility study | 2003 | Wikstrom | study completed, nothing implemented | A conference center might still be a good economic development idea, however challenges include: identifying a site; and both construction and operations require major City investment - $800K or more. |
| Comercial Inventory | 2005 | Cushman Wakefield Alliance | Study completed | Data split between two areas: Old Town (1,565,640) and Prospector (1,205,613): Retail, 818,095; Office, 626,000; Restaurant, 232,858; Industrial/Warehouse, 112,998; Institutional, 540,372; and Other 265,595. |
| Main Street RDA extension | 2005 | PCMC Staff | expires in 2021 | tax increment revenue goes to new china bridge debt |
| Hyett Palma Study on Main Street | 2003 | PCMC Staff, elected officials & business leaders facilitated by Hyett Palma | Study completed | Many concerns/hopes addressed/achieved: street level businesses in Old Town are primarily retail and restaurants since ordinance was adopted to keep services and offices off street level; stores, galleries and restaurants are primarily owned by Park City residents; increase in outdoor events; outdoor dining has expanded. |
| General Plan - Bonanza Park sub-chapter | 2007 | Ericksen | implementation in process | need to institute open space protections in Bonanza district, district also needs some business and building revamping, but retain the mix of housing, commercial, shops and services. |
| Walkability/Bikeable Neighborhood Study | 2007 | Landmark Design | Study completed, most goals implemented | The study resulted in a walkability bond passing and most of the projects on the list have been completed or are budgeted and scheduled to be completed in the near future. |
| Economic Impact of Tourism | 2009 | Wikstrom for Chamber | study completed | In all planning and redevelopment it is critical to balance local with visitor needs |
| OTIS Updates and Re-Evaluation | 2011 | PCMC Staff and Alliance Engineering | Study Completed | Remaining projects were identified and ranked in importance (total of 18 separate projects or 13 with some projects consolidated) |
| Lower Park Avenue RDA | | | | Infrastructure & public land improvements, buy or rehab land and buildings for economic development and affordable housing |
| Original RDA plan | 1990 | PCMC Staff | expires in 2016 | Generates about $1.4 M in tax revenue increment annually |
| Urban Design Study | 1993 | PCMC staff along with with Claflin Assoc. | Plan mostly implemented | provide a framework for more detailed analysis and planning along Park Avenue; assist city planners and officials to make future development decisions with emphasis on pedestrian friendly improvements and traffic calming; balancing issues of historic neighborhood with resort commercial. |
| Master Plan update | 2010 | Design Workshop | plan completed | Parking lots. Transit, traffic & walkability. Community & neighborhood |
| Implementation Plan for City property | 2011 | Barille | Plan completed | Direction given to pursue schematic on Phase 1 (community center, historic homes, and small commercial) |
| Market Analysis | 2011 | Design Workshop | Study is 90% complete | pending |
| Carrying Capacity Study | 2011 | Design Workshop | Study is in process | pending |
| Economic Development Strategic Plan | ongoing | PCMC Economic Development Staff | updated annually at visioning | Top priority projects - assist in the redevelopment of resort and commercial areas - especially those areas such as Holiday Village Shopping Center and rethinking downtown areas such as the Main Street plaza and Mall. |
| Feasibility Study on multi-use event center | pending | City & Chamber | pending | |

# Exhibit C – LPA RDA UPDATED PROJECT LIST (JAN 2010)



| PROJECT NUMBER | PROJECT NAME | TOTAL (XX / 45) |
|---|---|---|
| **PARKING LOT REDEVELOPMENT** | | |
| 1 | Redevelopment of parking lots surrounding PCMR into mix of residential / commercial uses - with underground parking | 41 |
| 2 | New Conference Center & Parking Structure around the base of PCMR | 37 |
| 3 | Physical connection from PCMR to Main Street via Treasure Hill (people mover, gondola, funicular, etc.) | 30 |
| **TRANSIT, TRAFFIC, CIRCULATION & WALKABILITY** | | |
| 4 | Major Improvements to Empire / Lowell circulation & transit operations around PCMR (including improvements to roads, circulation and intersections, acquisition of ROW, and installation of a new transit hub) | 40 |
| 5 | Intersection improvements (to intersections of SR 224 & SR 248, Bonanza Drive & Deer Valley Drive, and Park Ave & Deer Valley Drive) | 40 |
| 6 | Minor Improvements to Empire / Lowell circulation around PCMR (including signage, striping, improvement of transit efficiency, minor capital improvements, and operational changes such as charging for parking) | 36 |
| 7 | Coordinated Signage Plan for (including smart messaging system) for the area within the RDA, designed to improve the load-in / load-out experience and streamline parking and circulation | 35 |
| 8 | Transit - Identification of corridors and acquisition of easements and ROW for future mass transit lines (Trolley, Bus Rapid Transit, or Light Rail) | 28 |
| 9 | Walkability - Expand bike/ped trail system to the remainder of the Lower Park Avenue district and connect to Bonanza Park (Spine System). Address bus stops and pedestrian crossings at SR 224 | 27 |
| **COMMUNITY & NEIGHBORHOOD REDEVELOPMENT AND IMPROVEMENT** | | |
| 10 | Neighborhood/ Mixed-use redevelopment between City Park and PCMR including housing opportunities (affordable, senior housing, seasonal) | 37 |
| 11 | Use of City-owned land to create physical connection and housing opportunities (affordable, senior housing, seasonal) in area stretching from City Park to PCMR | 32 |
| 12 | Redevelopment of Bonanza Park (Rite Aid and areas to the east) into a mixed-use district - including potential parking lot or mass transit hub. | 31 |
| 13 | Installation of public art throughout the Lower Park Avenue district | 26 |
| 14 | Renewable Energy Generation Opportunities: Including constructing PV, small-scale wind, geothermal and biomass projects around projects and improvements within the RDA | 24 |
| 15 | Streetscape improvements on Park Avenue (bulb outs, crosswalks, traffic calming devices, and enhancements to physical connections to Main Street and Bonanza Park). | 22 |

# Exhibit D - Summary of Findings:
# Retail Market Study, Metrics Analysis, Carrying Capacity Analysis


**Lower Park Avenue District**
**Main Street District**
**Bonanza Park District**
**Prospector District**
**Deer Valley District**

**Park City, Utah**

**June 30, 2011**

**<u>Prepared for:</u>**

Park City Municipal Corporation

Prepared by:

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**The following provides a summary of the integrated findings of the retail market study, metrics analysis, and carrying capacity analysis by district for Park City.**

Note: The metrics analyses for the various districts included quantitative metrics (such as sales per square foot, for example) as well as a number of qualitative metrics in which the districts were evaluated on a 1 to 5 point scale with "1" representing the lowest score and "5" the highest.

## MAIN STREET

Overall, the market study found that the Main Street district remains relatively healthy given the national economic condition. The district reports fairly healthy and sustainable levels of vacancy and has fared better than many of its peers around the country. The mix of tenants is fairly good, in that it appeals to a wide range of potential customers, from young people visiting Sundance to vacationing retirees. The district seems to have a disproportionate number of galleries and studios, tenants that typically do not provide much ground level vibrancy.

However, Main Street could improve its overall health and regain its position as a district enjoyed by Park City and Summit County residents by doing a better job in appealing to locals. The high season during the third quarter is very important, but the district must carefully serve locals during the winter months as well, so that locals will feel compelled to come back and visit during the non-winter months. Successful resort retail districts simply appreciate the locals year-round. Main Street should work carefully to cultivate local business and build a loyal base of local customers from not only Park City itself, but also from the broader Summit County market and the Salt Lake metro area. The Main Street district should continue to work to increase diversification in the retail mix in order to improve the visitor experience and should continue to include restaurants with a diversified range of menus in order to improve overall marketability.

As outlined in the metrics tables, Main Street has performed fairly well compared to other mountain resort retail districts, but public and private sector stakeholders should pursue a variety of strategies in order to continue to improve the district. Main Street reports a current vacancy rate of around 4 percent, in line with a sustainable level of vacancy of around 5 percent. Retailers in the district report sales of around $250 per square foot (SF) on average, slightly below the benchmark for other resort communities of around $350 per SF. The district earns a qualitative rating of "3" in terms of responding to the demographic profiles of visitors and residents and meeting their needs, whereas comparable resort retail districts earn a "4" on average. In order to help continue improvement in these categories, civic leaders and the merchants association should work to recruit an appropriate tenant mix as market conditions change and should identify civic improvements to Main Street necessary to enhance retail viability.

In terms of qualitative measures of retail success, Main Street rates as a 4 (on a scale of 1 to 5) in terms of maintaining an identifiable image and creating ambiance, in order to enhance retail success, on par with comparable retail resort districts. The City and Main Street leaders should work to identify any necessary improvements, such as streetscape enhancements, that would enhance the district's ambiance. Main Street earns a rating of 2 in terms of providing opportunities for visitors to mix with locals and a "3" in terms of providing sufficient variety in terms of the types of stores and the goods and services offered for sale. Main Street merchants and civic leaders should work to identify potential locations and strategies to create additional meeting or gathering places in the district and should devise strategies to attract and retain tenants that would diversify the roster of tenants. Main Street earns a rating of "3" on a scale of 1 to 5 in terms of creating a retail environment that is fun and entertaining, on par with comparable mountain resort communities. The City should work with merchants and stakeholders to introduce elements of entertainment through the design of the physical space as well as the potential inclusion of specific entertainment-oriented tenants.

As a Downtown district, Main Street currently ranks as a "3" in terms of serving as the "fun place" within the community that provides a lively shopping and visitor experience, and ranks as a "3" in terms of creating a distinct retail image and experience that defines the district as the "only one" like it. The merchants association and the City should continue to work to identify opportunities for civic improvements (such as streetscapes or other capital expenditures) as well as programming that helps to make Main Street fun and a unique shopping and entertainment destination. These stakeholders should work to identify tenants or amenities that will help to make Main Street more unique and distinct.

Most of the elements of the carrying capacity analysis relate to Park City overall, rather than to individual districts. However, an analysis of parking in particular revealed findings regarding the carrying capacity of parking facilities in the Main Street vicinity. The table below provides a snapshot of a selection of parking areas in the Main Street area, by season. City leaders report that the parking lots are generally utilized more during the winter than during the other three seasons of the year, but the data indicate that summer and winter weekend days may attract greater utilization than the fall or spring weekend days. The data also indicate that certain lots in the Main Street district, such as the Main Street lot and the Swede Alley lot, may attract greater utilization than other lots on the periphery of the Main Street district.

| Parking Lot or Parking Space Classification | Total Number of Spaces | Winter (Saturday) | Spring (Saturday) | Summer (Saturday) | Fall (Saturday) |
|---|---|---|---|---|---|
| | | | | | |
| Main Street & Brew Pub Lot | 225 | 92% | 74% | 90% | 68% |
| Swede Alley (4 Hour Parking Except Flagpole) | 94 | 77% | 57% | 75% | 60% |
| China South Bridge Levels 1 - 3 (4-Hour) | 262 | 16% | 28% | 15% | 11% |
| China South Bridge (Roof) | 77 | 66% | 45% | 52% | 22% |
| China North Bridge (4 Hour) | 300 | 47% | 45% | 27% | 22% |

## LOWER PARK AVENUE DISTRICT

The retail study determined that private property owners along with the City have a tremendous opportunity to redevelop several areas in the Lower Park Avenue district, especially the areas around Park City Mountain Resort (PCMR), over the next several years, and in the process help enhance Park City's overall marketability. The various property owners should look for opportunities to support both day skiers and the destination visitor markets by creating development concepts that include a range of places to eat, shop, and have fun that appeal to locals as well as the greatest variety of tourists possible. The redevelopment of the Lower Park Avenue area should carefully define the district's identity without cannibalizing Main Street. The stakeholders in the district have a significant opportunity as well to forge a public-private partnership using the tools of the Lower Park Avenue RDA in order to stimulate ongoing redevelopment efforts. The ability to use the RDA tool represents a distinct competitive advantage that Park City may use in vying for the destination tourism market.

In terms of specific metrics, the Lower Park Avenue district currently reports low vacancy rates (less than 5 percent), in line with benchmarks for comparable resort districts. According to City data, retailers in the district report sales of around $250 per SF, below the benchmark of $350 per SF. As part of redevelopment efforts, developers and civic leaders should carefully work to recruit a mix of tenants that would help to increase sales per square foot on average.

In terms of qualitative metrics, Lower Park Avenue ranks as a “2” on a scale of 1 to 5 in terms of maintaining a distinct identity that would drive commercial activity and create a sense of place. Comparable mountain resort districts generally earn a “4” in this category. The district also earns a score of only “1” in terms of creating ambiance (as opposed to the benchmark score of “4”). As redevelopment moves forward, private property owners and the City should work to integrate design standards and strategies in site design in order to create a district that has a distinct image with an attractive ambiance that will attract repeat business from visitors and residents. The Lower Park Avenue district earns scores of only “2” for having a healthy variety of stores, a “2” for providing retail that serves as entertainment, and a “3” in terms of providing goods and services that meet the consumer demands of its patrons. Comparable resort districts generally earn scores of “3”, “3” and “4”, respectively, in these categories. In order to improve Lower Park Avenue’s performance for these metrics, private property owners, business owners, and civic leaders should work carefully as redevelopment moves forward to ensure that the design of the district as well as its programming and regular operations help to provide variety in retail offerings, provide for retail as entertainment, and serve the needs of the demographic groups that visit the district.

In terms of carrying capacity, the streets that serve Lower Park Avenue in particular exhibit issues with regard to capacity during peak times. As outlined in the table below, several of the streets that serve PCMR and other destinations within Lower Park Avenue do not meet standards for performance during peak periods. The community should work to devise strategies (such as additional bus service, park and ride lots, etc.) in order to improve the experience of visitors traveling to the Lower Park Avenue district from other parts of the community and from outside Park City.

| Road | Approximate Location | Average Day, Average Daily Traffic (model) | Peak Peak day, Average Daily Traffic (model) | UDOT Level of Service Standard E | UDOT Level of Service Standard F | Existing Average Day LOS | Existing Peak Peak Day LOS |
|---|---|---|---|---|---|---|---|
| SR-224 | North of Kearns Blvd | 25,100 | 29,800 | 26,100 - 36,200 | > 36,200 | C | C |
| SR-224 | Meadows Drive | 26,700 | 29,600 | 38,900 - 41,200 | > 41,200 | B | C |
| SR-224 | Deer Valley Dr (near roundabout) | 13,700 | 23,200 | 26,100 - 36,200 | > 36,200 | B | C |
| SR-248 | Comstock | 15,000 | 23,200 | 19,100 - 20,400 | > 20,400 | C | F |
| SR-248 | Wyatt Earp | 15,100 | 23,500 | 19,100 - 20,400 | > 20,400 | C | F |
| Bonanza Dr. | | 9,300 | 17,100 | 15,400 - 17,100 | > 17,100 | C | (F) |
| Park Ave. | South of Empire | 6,000 | 12,000 | 10,100 - 11,200 | > 11,200 | C | F |
| Park Ave. | Near Heber Ave | 3,000 | 6,100 | 10,100 - 11,200 | > 11,200 | C | C |
| Park Ave. | North of Empire | 14,300 | 27,300 | 26,100 - 36,200 | > 36,200 | B | E |

*Source: Park City Municipal Corporation*

## BONANZA PARK

Bonanza Park represents a very vital area of real estate in the community that has and will continue to serve the needs of the local population in Park City. This district should continue to host the businesses and functions that are vital in continuing to operate a full service community with a full-time population. Bonanza Park should have tenants such as the postal service or FedEx that are essential for local businesses. The district should also continue to serve as the home for the main grocery stores, pharmacies, and other everyday uses.

The real estate community and the City should continue working to formulate ideas for projects that improve the value proposition and appearance of Bonanza Park, with a focus on local needs. For example, a mixed-use redevelopment in Bonanza Park could include affordable housing units above retail, office or warehouse spaces, and as a result would produce significant benefits to the City in terms of reducing commute times and reducing pollution. The City and stakeholders in the area should work together to develop Bonanza Park as a true neighborhood or district that serves the needs of locals, rather than as a disparate collection of various small shopping plazas and office parks. As part of this effort, the City should work to integrate all of the community features and amenities it would include in any other neighborhood – such as trails, parks and gathering places.

In terms of metrics, Bonanza Park exhibits sustainable levels of retail vacancy (around 5 percent) and reports sales of around $200 per SF, generally in line with the benchmark for similar districts of $200 to $250 per SF. Bonanza Park does not fare as well in terms of qualitative metrics. It earns a “2” on a scale of 1 to 5 in terms of cultivating a distinct retail identity, a “2” in terms of ambiance, and a “2” in terms of having a variety of stores. The benchmark ratings for comparable districts are “4”, “3”, and “3”, respectively. The analysis also ranks Bonanza Park as a “2” in terms of providing a fun and entertaining retail environment and a “3” in terms of providing goods and services that meet the needs of the demographic groups that represent the customer base. As redevelopment projects emerge in the Bonanza Park area and as the City plans for future capital improvements city-wide, property owners and civic leaders should work to identify improvements that would help to enhance the qualitative measures of success for the Bonanza Park district. Potential developers of projects within Bonanza Park should work with the City and with stakeholders in the district to craft design and tenant strategies that will result in a district that serves the resident population of Park City and helps to retain business from visitors that may otherwise migrate to Kimball Junction and other current or potential shopping areas in Summit County.

The Bonanza Park district faces the same carrying capacity issues facing Lower Park Avenue and the community in general. As outlined in the prior table, many of the streets serving Bonanza Park report unacceptable levels of service during peak times, particularly during the winter. As the district redevelops, projects should ensure that sidewalks along streets and adjacent to retail stores contain sufficient capacity to encourage pedestrian activity and support retail viability.

## PROSPECTOR

Given its limited size relative to the other retail districts and its location on the periphery of the core of the Park City community, Prospector will likely remain a smaller format retail and office district serving both residents and visitors. While the introduction of new restaurants may enrich the Prospector retail program, the district's overall emphasis on mid-level restaurants and smaller format retail will likely remain viable for the foreseeable future.

The Prospector district is relatively small compared to neighboring Bonanza Park and appears to function fairly well as the home to smaller restaurants and other businesses that serve visitors from throughout Park City, and in particular those staying at hotels in the Prospector area. The Prospector district also functions fairly well as an office district, as it contains a number of smaller offices for businesses based in Park City.

As each of the other retail districts in Park City work to clarify their identity and their role in the local economy, the Prospector district should also work to retain its distinct identity. The district should leverage the adjacency of the area to the rail trail and amenities in the north and east portions of Park City and its adjacency to the larger Bonanza Park area. The City should work with stakeholders to identify improvements that would help improve the viability of the businesses in Prospector as well.

In terms of metrics, Prospector reports a sustainable vacancy rate (around 5 percent) and sales per SF of around $300, higher than the average for comparable retail districts. However, like Bonanza Park just to the west, Prospector does not fare as well in terms of qualitative metrics (identity, ambiance, providing a variety of stores, providing retail that is fun and entertaining, and providing retail that serves the needs of the profile of consumers visiting the district). For all of these qualitative metrics, Prospector earns a "1", "2", or "3".

In terms of specific recommended action items to improve Prospector's performance in terms of qualitative measurements of success, and to enhance the district's long term viability, the project team recommended the following action items:

- The City should work with businesses along Sidewinder and other streets within Prospector to solve access or ingress /egress issues that currently face the retailers or office property owners in the district, through traffic management strategies or planned public improvements.
- The City should work with the property owners to identify and complete any necessary streetscape improvements, or any open space or trail improvements near the district, that would enhance its marketability and its overall identity and ambiance.
- The merchants and business owners should work to increase the name recognition of the Prospector district in Park City and beyond. Enhancing name recognition would help to promote repeat business and higher levels of business. It may also help in recruiting a greater variety of stores or in attracting tenants that better serve the needs of the customer base in the district.
- The City should work with merchants and stakeholders to introduce elements of entertainment through the design of the physical space as well as the potential inclusion of specific entertainment-oriented tenants.

Carrying capacity issues that affect Park City overall impact Prospector's viability as well (in terms of bus capacity, road capacity, ski run capacity, trail and open space capacity, parking, and sidewalk capacity). Given its location adjacent to the rail trail, the carrying capacity of the trail systems in the area may particularly affect the marketability of Prospector. The adjacency to the trail is a key amenity that attracts residents and may attract individuals seeking out lodging along

Sidewinder and other locations within Prospector. The City should continue to monitor the capacity of the rail trail and the quality of the experience along this trail in order to ensure that it remains a key asset in the community.

## DEER VALLEY

The Deer Valley district includes the retail offerings at the base of the Deer Valley resort as well as shops and restaurants located on the mountain, adjacent to ski runs, and within the resort's hotels. The resort has the parking area around the base entitled for additional real estate development. The Deer Valley district is relatively small and is relatively isolated from the rest of Park City and Summit County, located behind the Main Street district to the south and east. The retail offerings at Deer Valley appear to have fared fairly well during the economic downturn of the last few years. The priority of Deer Valley in managing this area of retail is how to expand the retail and development program at the appropriate pace to take advantage of an economic upturn, while holding off on speculative development.

In terms of the carrying capacity analysis, the capacity of the street network and the public transportation systems (buses) in particular affect Deer Valley given its location behind Main Street and located farther from the main highways in Summit County (US 40 and I-80). Given its location on the edge of the town, the capacities and the quality of the experience for the urban and backcountry trails in particular affect Deer Valley's marketability. The capacity of ski runs at Deer Valley and the other two resorts, of course, affects the potential for success of the retail district. While the City should continue to monitor all elements of the carrying capacity, Deer Valley leaders in particular should monitor these carrying capacity categories going forward.

Recommended action items for Deer Valley include:

- The City should continue working with Deer Valley to ensure that transportation systems in Park City effectively serve the resort from the downtown area. Deer Valley is essentially located in a cul-de-sac location relative to the rest of the community, with only one major route leading out of the resort, and thus must ensure that its transportation connections to Deer Valley Drive and the main part of the community remain functional.
- Deer Valley should work to provide the best possible restaurant offerings for guests at the ski resort, as competitor resorts are constantly updating their food service programs and introducing new products to visitors.
- Deer Valley should work with City leaders to craft development plans for the parking lot area that satisfy the vision of the community for this part of Park City and also meet market realities.

## Carrying Capacity Discussion

Some of the elements of the carrying capacity pertain more to certain districts than others, given the location or emphasis of the various districts (Main Street, Lower Park Avenue, Bonanza Park, Prospector, and Deer Valley). However, most of the elements of the carrying capacity analysis pertain to Park City overall. The following outlines the takeaways from the carrying capacity analysis that relate to the community overall.

The carrying capacity addressed the following components:

- Trail Capacity (both urban trails and backcountry trails)
- Ski Runs and Ski Area Capacity
- Park Facilities Capacity
- Streets Capacity
- Bus Lines and Bus Facilities Capacity
- Parking Utilization and Capacity
- Sewer and Water Capacity
- Sidewalks Capacity
- Number of Pillows and Number of Restaurant Seats

The most important takeaways from the carrying capacity analysis that apply to the entire Park City community are as follows:

**Streets Capacity:** The main arterials in Park City that serve Main Street, the ski resorts, and adjoining residential and commercial areas (such as SR 248, SR 224, Park Avenue, Bonanza) perform well the vast majority of the time, throughout the year. However, during the "peak" times (in the mornings and afternoons, on weekends, during ski season for example), Park Avenue, Bonanza, and SR 248 all reach level of service grades of F (using normal transportation engineering analyses in which A is the top grade and F the bottom grade, based upon capacity, wait times, and overall congestion). Therefore, the arterial system does indeed fail during certain times during the year. Importantly, the Park City community may elect to state that allowing these arterials to "fail" is acceptable, but only at ceetain times or on a certain number of days. The community may also wish to mitigate the negative effects of having some of the arterial streets "fail" by focusing more on mitigation strategies (such as providing additional park and ride or bus facilities).

**Bus / Transit Capacity:** Discussions with City officials indicated that the city's bus system does not have a capacity issue per se, in that if buses become full, the city simply has more buses go to a certain location. For example, if a queue develops to use buses at PCMR , the city simply dispatches additional buses to this location. The main capacity issue pertaining to buses involves the performance of the arterial streets. Bus service in Park City encounters issues when buses become stuck in traffic along with other vehicles. Improving the performance of arterial roads during peak periods, which likely involves greater use of buses, should improve the experience for both bus riders and individuals choosing to drive into Park City.

**Parking:** The City compiled data concerning capacity and utilization of parking lots, primarily in and around the Main Street station, over the last few years. This data, collected on select days each month, reveals seasonal patterns in parking utilization. As one would expect, parking lots are more utilized during the winter season, and occupancy of parking lots remain low during the off-season. In general, the various parking lots reach 100 percent capacity for only an hour or two per day on the peak days. Data from the City indicates that the lots tend to have availability at most times during the day.

Parking information for the lots adjacent to Park City Mountain Resort, Deer Valley, and any other private lots in the community was not available at the time of this analysis. The City may wish to obtain this information going forward, if possible, in order to gain a more comprehensive look at the parking capacity in Park City, in various areas and at different times.

**Trail Capacity:** The analysis considers the carrying capacity and quality of experience for two types of trails: 1) urban trails and 2) backcountry trails. The analysis determined that Poison Creek Trail, as an example of an urban trail in Park City, reported level of service grades of "B" on weekdays and "C" on weekends, on average. During certain events the trail reaches level of service of "F". The City is in the process of widening Poison Creek Trail in order to improve the capacity of the facility. Sufficient quantitative data does not exist to provide a level of service grade for the Lost Prospector Trail and other backcountry trails, but the analysis did determine that the carrying capacity of these trails remains an issue, due to crowding at peak periods, a lack of sufficient space at trailhead and parking areas, occasional maintenance of the trails, and periodic use of the backcountry trails for events.

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**Summary Statement, Carrying Capacity Analysis:** In general, the carrying capacity analysis does not provide a "black box" or one –size-fits-all tool to help the City evaluate policy or development choices going forward. Instead, the carrying capacity represents a tool that the community may use going forward to evaluate various options. Analyses of individual projects, for example, should consider carrying capacity from all of the various elements outlined in the carrying capacity memo. Furthermore, by considering the various aspects of the carrying capacity analysis in conjunction with market and community sustainability (metrics) considerations, the City and the community will best be able to determine the viability and feasibility of a particular project or policy choice.