PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
APRIL 11, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 11, 2013.

Field Trip – Meet at Transit Building site
4:30 p.m. Groundbreaking - Transit Residential Seasonal Housing Building

Closed Session
5:00 p.m. Property and litigation

Work Session
5:30 p.m. Council questions and comments
5:40 p.m. Plaza Palooza at Silver Star debrief P. 4 - 6
5:50 p.m. Break

Regular Meeting
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Introduction of Tawnya Cazier, Victim Advocate Coordinator

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

IV MINUTES OF MEETING OF MARCH 28, 2013 P. 7 - 18

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

1. Consideration of authorization to the City Manager to enter into a construction contract, in a form approved by the City Attorney, with Parkin Construction in the amount of $300,765 P. 19 - 21
2. Consideration of authorization to the City Manager to execute Contract Amendment No. 3 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $129,750, in a form approved by the City Attorney P. 22 - 36
3. Consideration of authorization to the City Manager to execute Contract Amendment No. 8 to the General Services Contract with Bowen Collins and Associates for construction engineering management services in the amount of $61,900 both for the Empire Avenue Reconstruction Project, in a form approved by the City Attorney P. 22 - 36

VI NEW BUSNESS

1. Consideration of an Ordinance naming a portion of McHenry Avenue, Echo Spur Road, Park City, Utah
   - (a) Public hearing
   - (b) **Motion to continue to May 2, 2013**

2. Consideration of appropriation of $2,500 for sponsorship of the Congress of New Urbanism 21 P. 37 - 40
   - (a) Public hearing
   - (b) Action

3. Consideration of approval of Main Street dining leases, in a form approved by the City Attorney: P. 41 - 50
   - (a) Cisero's Ristorante, 306 Main Street
   - (b) Bistro 412, 412 Main Street
   - (c) 501 on Main, 501 Main Street
   - (d) Main Street Pizza & Noodle, 530 Main Street
   - (e) Bandits' Grill & Bar, 440 Main Street
   - (f) Bangkok Thai on Main, 605 Main Street
   - (g) The Eating Establishment, 317 Main Street
   - (h) Shabu, 442 Main Street
   - (i) Flanagan's, 438 Main Street

4. Consideration of approval of the Park Silly Sunday Market Supplemental Plan, in a form approved by the City Attorney P. 51 - 56
   - (a) Public hearing
   - (b) Action

5. Consideration of approval of a Letter of Intent with the Park City Film Series to extend their lease at the Park City Library upon completion of the renovation P. 57 - 59

VII ADJOURNMENT

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

Posted: 04/08/13
See: www.parkcity.org

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

April 2013

5 *Regional planning*
11 See agenda
17 *Great Utah ShakeOut*
18 Visioning wrap-up
Deer Valley Drive Phase 1 Construction Contract in the amount of $___, in a form approved by the City Attorney
19 Quarterly Management Team Meeting
25 **No meeting**
30 *City/County visioning*

May 2013

2 One year review of Sampson nightly rental - public hearing/action
Ordinance naming a portion of McHenry Avenue, Echo Spur Road, Park City, Utah
Ordinance accepting Echo Spur Road, Park City, Utah
Amended inter-local agreement for COG - KC
9 Community technology – study – SR
Liquor license amendments
Sales Tax Reimbursement Bond Resolution
4th of July operational plan - work
16
23 **No meeting**
30 Soils Commission study session
Special Event overhaul - work

June 2013

6
13
20
27

Pending Items:

Meeting management software
Water leak adjustment policy - work
Amendment to Municipal Code - pre-inspections for business licenses
GIS app
Wasatch Front and Back mountain resort expansions – Mayor Becker team
Latino Community outreach and engagement – study

City Council
Staff Report

Subject:	**Plaza Palooza – Silver Star Event Debrief**
Author:	**Jason Glidden**
Department:	**Sustainability**
Date:	**April 11, 2013**
Type of Item:	**Informational**

Sustainability

Summary Recommendations:
This staff report is for informational purposes and is a debrief of the 2012 Plaza Palooza event. Staff intends to administratively approve the Thursday night Plaza Palooza event approval for 2013.

Topic:
Staff came to Council last June with a Master Festival License Application for a community concert series to be located on the Silver Star Plaza. The application was approved by Council with the understanding that staff would return in work session with an informational debrief on the event's performance. In addition to the use of City property for overflow parking and noise concerns, staff sought specific direction on balancing underlying land use approval limitations of brining outside users and impacts to the site with community and economic goals.

Background:

The concerts were held on Thursday evenings at the Silver Star Plaza as part of a free outdoor community concert series. The organizer committed to solely local promotion. The events were held on Thursday nights at 6:00 pm and finish by 9:00 pm and ran between June 14 and September 13. Silver Star Café was responsible for booking the entertainment for the entire series.

The event application included up to 6 additional event nights, which could be approved by the special events department with 72 hours written notice/request from the applicant. In general, these dates were given to allow for community fundraiser type events. Staff received no requests from the applicant to utilize any of these 6 additional dates.

This application was approved as a Master Festival License due to the request for amplified music, attraction of large crowds, partial street closures and use of City property. The event was consistent with City Council's Goals of Preservation of Park City Character due to the community based participation as well as the Goal of World Class Multi-Seasonal Resort Community, due to the direct economic benefits and vitality it created.

Analysis:

The applicants along with staff committed to monitoring the attendance and impacts closely and make adjustments as necessary. Staff preformed both an internal and external debrief from this event and made the following findings:

Positive Impacts

- *Attendance – The event organizer reported that between 150-200 people attended the concerts each week.*
- *Economic Impacts - The Silver Star Restaurant reported increased sales for every Thursday during the twelve week series.*
- *Community Event – The event organizers stated that the majority of the spectator mix for the concert series was made up of locals.*
- *Noise Complaints – Noise levels always remained in compliance with City's Noise Ordinance and no noise complaints were received.*

Negative Impacts

- *Parking - When working with the event organizer, staff estimated that a total of 130 parking spaces would be needed for these events. The Silver Star Resort has between 110 – 130 spaces to accommodate event spectators. Staff worked closely with the applicant and agreed on a parking plan that included 'bagging' the no parking signs along the west side of Three Kings Drive for the evening of event nights in order to offer an additional inventory of approximately 60 parking spaces. The 'bagging' operation was managed by Silver Star and only saw minimal use of the Three Kings Drive during the events. While public safety reported no problems with the parking plan, Park City Transit did report that on multiple occasions cars were parked on both sides of Three Kings and made it difficult for traffic to pass through. Additional complaints were received from locals in the area that reported lack of parking at Silver Star Resort along with spectators parking in front of their residence on Three Kings Drive.*

On March 25th, 2013, the applicant submitted a MFL application for recurrence of the same event for summer of 2013. Staff finds that negative impacts from the Thursday night concerts can be mitigated with additional resources provided by the applicant to enforce the approved parking plan. Staff's intention is to approve the MLF for 2013 with the additional enforcement as a condition of approval.

Event v. Planning Process

The applicant informed staff of plans to host additional Friday and Saturday night outdoor music activity during the 2013 summer months. The event organizer plans on the Friday and Saturday concerts to be contained within the normal operating area where he has a current business license and not to extend into the public plaza area. Through discussions with both the Special Event and Planning Department, it was determined that the applicant (Silver Star) should apply for a Conditional Use Permit (CUP) for outdoor music.

Through the CUP process, Planning staff will determine appropriate noise levels and limit occupancy to what is currently allowed through their current CUP for outdoor dining. If the event applicant chooses to submit a Master Festival License Application for these additional nights, staff has informed him that it would trigger a review by both the Planning Commission and City Council.

Department Review:
Economic Development, City Manager, Legal and Special Events departments have reviewed this report.

Recommendation:
This report is informational and no action is required.

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

Diane Foster, City Manager; Phyllis Robinson, Public Affairs Manager; Mark Harrington, City Attorney; Heinrich Deters, Trails and Open Space Manager; Jonathan Weidenhamer, Economic Development Manager; Jason Glidden, Special Projects Manager; Tommy Youngblood, Special Events Coordinator; and Francisco Astorga, Planner

Kevin Blalock, Blalock & Partners

1. Council questions/comments. Alex Butwinski reported that the state's sales tax revenues are up 20% in January from a year ago. Cindy Matsumoto attended the Chamber/Bureau meeting where the legislative session was reviewed. The state allocated $12 million to tourism and 20% has been set aside for organizations advertising out of the state to apply for. Transit room tax revenues for last year were healthy and the Board agreed to increase the summer advertising budget. The Chamber has hired a person to manage groups and convention business which is up 250%. She asked about notifying citizens about the increase in the resort cities sales tax. Liza Simpson relayed that some businesses on Main Street have been contacted and she believed the Chamber and the Lodging Association also sent out a piece. Phyllis Robinson stated that it has been on the City's web page for the last two weeks and a notice was sent through e-notify.

Liza Simpson stated that the Soils Commission continues its work and will finalize recommendations next week. There is strong interest within the group to remain a group but not necessarily meet regularly. Members hoped that they could reconvene after a period of time for further consultation as the City moves forward with the Soils Ordinance. The Commission is looking forward to meeting with Council. She attended the interagency meeting yesterday which was good and relayed that Rena Jordan with SBSRD has reached out to Phyllis Robinson for messaging on the issue of conflicts with off-leash dogs and people. SBSRD is actually going to step up enforcement at its parks. She stated that Ms. Robinson did a great job of presenting *Mindmixer* which received positive reviews from attendees.

Andy Beerman reported that COSAC met again. The group is working on its mission statement and criteria and will be meeting every other Tuesday going forward. The Mayor noted that he met with Latinos in Action at the high school and the students may make a presentation to Council in the near future. They discussed pending immigration reform. A group of mayors in the state sent a letter to Senators Lee and Hatch regarding working in a bi-partisan fashion on the immigration bill so something gets done. The permits for seasonal workers affect Park City. He stated that he received an invitation from the Director of the World Cultural Forum in China to participate in a conference on strengthening international cooperation to build an ecological civilization. The audience is basically the Chinese government which is interested in information on designing sustainable communities, open space preservation, and ecological development. All expenses will be paid by the organizer. This conference will be held May 17 through 21 and five mayors from the U.S. have been invited. There was discussion about the Mayor visiting the University of Shanghai but he indicated that there won't be enough time during his brief visit.

2. Council questions on Manager's Report. Diane Foster explained that for the weeks that a Manager's Report is produced, it will be included in the meeting packet and appear on the agenda. Heinrich Deters referred to his report on allowing at-large alternates on COSAC to attend closed sessions. Several of the stakeholder alternates expressed interest in attending closed sessions as well because they felt it would be better for them to stay up-to-date with information. The other aspect, as staff understood it, is controlling the distribution of sensitive information. He asked how the Council felt about the stakeholder alternates also being in attendance. They would not be voting or participating in the discussion.

COSAC Liaison Andy Beerman stated that members expressed this preference fairly strongly even after hearing reasons why it may not be a good idea. Even through the primary can update the alternate on closed session business, the alternates felt it would be much better for them to hear the discussion in person. They believed it would not be disruptive if they are in the audience and not participating. Diane Foster interjected that the risk is that there would be a lot more people who will be privy to confidential information. Members were supportive of the request.

3. Library renovation update. Jon Weidenhamer recognized Library Board members and the project team in attendance. In November 2012, staff received clear direction from Council to proceed with a renovation of the Library to provide a higher level of service. This includes expansion of the first two floors for the Library and a renovation of the third floor to serve as flexible community space, including a location for a temporary senior center. The third floor would include a commercial kitchen and could function as ancillary space for Santy Auditorium events, including Sundance. Maximizing the efficiency of the building is an important goal. He pointed out that staff is seeking direction from members to select an option outlined in the staff report.

He explained that this neighborhood community redevelopment is prioritized within the Lower Park Avenue Master Plan which includes resort parking lot development and other considerations like circulation, walkability, transit, access and traffic. It is felt that the plan will evolve and the Library expansion is the first step in the process but the intent is to create a neighborhood. He felt that the Library is the right catalyst for neighborhood redevelopment because of its prominence and once this project is completed, the rest of the pieces will fall into place. There will be a neighborhood process, General Plan and area plan work, and community input opportunities. He introduced consultant Kevin Blalock.

Kevin Blalock emphasized the importance of making informed decisions. Blalock & Partners is an architectural design firm based out of Salt Lake City with a focus on public projects and a particular emphasis and expertise in libraries. Over the past decade, B&P has completed about 15 library projects for a number of entities throughout the intermountain west, ranging from feasibility studies, master plans, renovations, expansions, and new facilities. Those projects ranged anywhere from 4,000 square feet to 95,000 square feet. B&P has won a number of design awards and he was a speaker at the State Library Foundation's Small Library Symposium. One of his most cherished awards is not an architectural award, but in 2007 the library in Grant County in Moab won an award from the Library Journal as the Best Small Library in America.

He explained that their project approach is tailored to the specific needs of the client. The library staff members are experts and B&P has library design expertise and together the goal is to create a very special place for Park City. Authenticity is critical and cookie cutter solutions are not a consideration because they want to allow for the unique character of Park City. The basis for making decisions throughout the evaluation process is function first to maximize efficiency. Cost and sustainability are equally important and B&P places aesthetics last because they have to make sure to hit the items above and still deliver a beautiful result. Mr. Blalock noted that the design process involves providing options so that the City Council, library staff and community can make informed decisions.

It was determined very early on that two projects are moving forward on parallel paths, the Library space and the renovation of the third floor and reroof. Obviously, the third floor renovation will go much quicker and the Park City Co-op will occupy the southwest corner. A small allocation of space is identified for the Park City Film Series. Kevin Blalock stated that they have met with all of the user groups independently and feel that they are fulfilling their goals while working toward a construction schedule. The temporary senior center will occupy the east side of the third floor and as much of the corridor wall as possible will be removed. The senior center can secure its space and a commercial kitchen is contemplated in the southeast corner. When the seniors are not using this space it can serve as a reception area for the community, Film Series, or Sundance. The third floor is minimally impacted by the activities at the Library. There is a considerable amount of storage that wraps the back of the building on the north, south, and west sides.

He spoke about meeting with the Library staff about its vision of the project and how the community feels. Staff provided a lot of information which has been compiled since 2008 and part of that is the programming priorities list. He commended the research done by the Library staff, including field trips to other facilities. It is rare that they didn't have to educate them about where libraries are going and the Library staff is totally on board. Mr. Blalock referred to the phase, *creating the 21st Century library*, which is a national guideline for developing libraries moving forward. It means providing as much flexibility, adaptability and allowing the physical facility to evolve with the needs of the community. There are a number of different strategies that are employed to achieve this, including adapting the existing building to come as close as possible to this kind of label. It is essentially being prepared and being forward-thinking which has nothing to do with the aesthetics, the look or the feel of the finished facility. The Lower Park Avenue Master Plan was analyzed in terms of the role the Library will play as a catalyst to promote development opportunities as well as understanding the six primary goals of the RDA. He understood that the budget for construction costs for the Library is $2.8 million, resulting in total project costs of about $3.25 million.

Community workshops were held which reinforced the direction the Library was already headed. He explained the dot polling exercise for citizens where projects all over the country were displayed. A survey was distributed to participants which is a valuable resource for everyone as well as information from the 2008 survey which influences their recommendations to the Library staff. He noted that it is also important for B&P to analyze the existing building which has significant historic character and relevance to the community. He displayed diagrams of the existing structure, pointed out the existing floor plans, and identified the unusable floor area that will not be recaptured, which totals about 3,000 square feet of the total interior footprint. As the Library moves to the second floor, there is an opportunity to regain some of that space as the current occupants are relocated. A lot of the area is storage and temporary uses and the focus, regardless of the scope, is capitalizing on as much of the space as possible and one of the biggest challenges is creating contiguous floor area.

Through illustration of a PowerPoint presentation, Mr. Blalock identified historic building volume and the 1992 addition. There are three entry points to the building which is somewhat confusing for first time users. B&P proposes a pedestrian collector that starts at the street leading people to a new front entry experience and the east side of the reading terrace which is part of Option 1. The areas that are piecemealed throughout the building now have been reconfigured.

Option 2 affects the barren grey concrete that faces north, part of the entry experience, and the entry is located more in the middle. This is depicted in Options 1, 2 and 2a, 2b, and 3. Option 2 expands on the entry sequence and Option 4 upholds the vision for Park City. Option 5 drifts a little bit from the big picture and Option 6 is building a new Library at a different location. He stated that the recommendation is Option 4a for further study and some of the goals achieved include revealing and restoring the historic context of the original building which would strip the outside of the 1992 addition and re-clad it with some other material. There is an opportunity to capture some of the natural light from the west which will increase the level of service and get us closer to future demands and the models seen across the country. He stated that they are proposing an addition of about 3,200 square feet for the first floor, 1,500 square feet for the second floor, and the additional area on the third floor can either be outdoor space but safe egress needs to be considered which occurs at the stair tower to the south end. Five hundred square feet of interior usable floor area can be captured which is dependent on the reconstruction of the third floor and there is the potential of as much as 2,700 square feet of outdoor roof deck. Options 4 and 4a are subsets of each other and Option 4 is a full three story build-out without the roof deck idea.

Mr. Blalock commented on how these programmatic features might be configured within the Library. The gallery space is for community exhibit space, power wall, events calendar, or donor wall. The café is a popular request from citizens; it's a huge amenity and is a bookstore model. The new entry sequence pulls people into the heart of the Library allowing them to have an intuitive entry experience and this configuration allows the Library to be closed after hours but the public can still use the gallery and café and have access to the restrooms, meeting rooms, elevators and stairs. Some other amenities include the children's or family restroom. He explained expanding the children's library and creating a family area. Relocating the stair to the center of the mezzanine creates more of a ceremonial experience walking into the Library and some space is gained. He pointed out the history area and discussed attracting teens and pre-teens with their own area. The service desk is positioned in a better way for visibility and employees will have more connectivity with what's occurring in the front entry area and can monitor the restrooms. The size of the staff work areas is smaller but more efficient. On the second floor, it is important to have a staff presence but space can be dedicated to offices. This addition allows the collection to grow and one of the requests is to provide more study rooms which have been resized to accommodate two to three people and some for six to eight. There are dedicated adult reading rooms which could be part of the open collection space.

Kevin Blalock stated that all of the options have been examined three dimensionally. In response to a question from Cindy Matsumoto, he explained that the front doors would be used as exit only. They have to be in place for egress from the third floor and using them as a primary entry point would be discouraged. He explained how the Santy Auditorium can be accessed.

Mr. Blalock displayed three-dimensional images. Option 1 is a minimalist version. Option 2 includes the new entry approach. Option 3 is more aggressive with the addition affecting all three stories. Option 4 peels off the exterior wall to expose more of the original historic character. There is an opportunity to maintain the existing floor plan and structural system but outside would be re-cladded so that the back wall can be penetrated bringing in some natural light to the second floor. Option 4a creates an outdoor space off of the second floor. The south side must still maintain some three story volume for egress. A green room could be created on the third floor for performers and pre-function events can be accommodated in the senior center renovation. Option 5 probably has the most financial risk from the public's perspective. It proposes capturing all of the floor area on all three floors and Option 6 is building a new library.

Liza Simpson recommended that the commercial kitchen be moved to the other corner because food deliveries can be messy and it makes more sense to place it closer to the elevator. Mr. Blalock explained the unenclosed lounge areas. Andy Beerman asked how much square footage is dedicated to the Library. Mr. Blalock stated that the net useable footprint on the first floor is about 10,500 square feet. On the second floor, the Library currently occupies about 5,000 square feet and another 5,000 square feet will be captured. If Option 4a is selected, another 1,500 square feet are gained. Option 4a represents about 22,000 square feet plus or minus 20%. A new Library building is about 24,000 square feet with about 22,000 square feet of net useable space. The Grand County Library is 16,000 or 17,000 square feet.

Dick Peek asked if the 4a west wall would be transparent. Kevin Blalock felt that is to be determined but it probably will be much more transparent than it is now so that natural light can be brought in. It is very appropriate to balance any kind of new addition with the heavy civic stature that the existing historic fabric has. Mr. Peek asked about the area of the Sundance tent and Mr. Blalock discussed a glass wall that can be opened up so that after hours the pre-function space can be opened up but the tent structure stays. Dick Peek pointed out the location of the plumbing which aligns with the location of the commercial kitchen and Mr. Blalock stated that they were trying to capitalize on existing vertical plumbing chases and moving the kitchen would have to be evaluated. The children's restroom is probably the easiest to solve.

Mr. Peek pointed out that it appears like the Norfolk right-of-way cuts through the west addition. Jonathan Weidenhamer responded that the Planning Department will need to make a determination about non-compliance. There was discussion about non-compliant uses being prohibited from expansion. Kevin Blalock expressed that encroaching on the west any further would not be considered. Matt Twombly pointed out that the angle of the aerial photo skews the position of the property line and there may not be an encroachment.

Cindy Matsumoto favored Option 4a and peeling back the addition and she expressed that she won't support a piecemeal approach to the addition. She asked about re-facing the existing brick on the addition. Mr. Blalock stated that they have added money to the estimate for Option 4a for recladding the volume which will unify the building and uphold the historic character of the original building. Ms. Matsumoto believed the addition will be less obtrusive to the neighborhood if the back of the building is more articulated. She commented on increasing cost estimates and asked about the possibility of the senior center being located underground in the northwest corner since a foundation has to be built there anyway. The land cuts away there and there could be some daylight opportunities.

Mr. Blalock noted that with their analysis of the budget and what can be achieved with the existing square footage, they feel confident that the solution will be for five to eight years. One of the reasons Option 4a is recommended is that although it is a significantly higher investment than initially conceived, it achieves a 20 year vision because the infrastructure is improved, a new roof is installed, sustainable design solutions can be implemented, and the existing fabric can be peeled back to expose the building's historic character. Ms. Matsumoto stated that she likes the proposed entrance, the gallery, and creating a courtyard. It seems that some great community space will be created which may fit our needs for some time. She asked if the senior center could be permanently incorporated in a cost effective way rather than building something separately down the street. If members decide not to go with the bigger renovation perhaps the mezzanine can be filled in to provide additional and contiguous square footage for the Library. Mr. Blalock stated that they definitely looked at that but the more they thought about it, it was determined that it would detract from the Library experience. Discussion ensued on the space being the original gymnasium at the Carl Winters School. Because of more floor space, Cindy Matsumoto commented that operational costs will increase but Jon Weidenhamer noted that there is no estimate yet on these costs but there may be offsets with revenue generated by programming meeting rooms, etc. He added that providing a higher level of service at the Library will drive more growth and values which is the intent of the RDA.

Alex Butwinski felt like we are trying to fit all of the uses of a 21st Century library into an existing building with some add-ons. When looking at the cost per square foot, it doesn't make sense to find a place to put a purpose building that will give us the opportunity to perhaps strip off the addition and leave it off and repurpose the building for seniors, a community center, etc. Effectively, the front entrance is being eliminated and is just a façade which doesn't seem to be the right direction to go. If the existing fire house office building could be moved, that spot would become available for a new Library. We don't know what will happen in 20 years or what state-of-the-art libraries will be but this project locks us in. He felt that a new building would be more flexible and worth taking a look at. Cindy Matsumoto emphasized that the Library is important to the community and historic buildings need to be used. Alex Butwinski interjected that it won't be empty. Ms. Matsumoto continued that having a combination of uses in the Library building makes it more viable. She strongly feels that the Library belongs there and maybe in 20 years, it will be time to build a new building. She felt it is a bad idea to move the Library out of this building. Alex Butwinski stated that there are many unknowns when renovating an old building and this project can easily end up costing more money. He doesn't disagree with Ms. Matsumoto's comments but maybe alternate sites could be explored in the area and he felt it is worth looking at.

Andy Beerman commented that there is some merit in Mr. Butwinski's comments and he would like to flush it out more. The Grand County Library, for instance, is under 14,000 square feet and is efficient because it is newly built. He doesn't know if $7.5 million is a realistic number to build a 21st Century library and a new facility could probably be kept in the neighborhood. The Carl Winters Building could be converted to a community center to keep it vibrant and active. He would like to see some scenarios on a new building. Kevin Blalock noted that when B&P was awarded the Grand County Library project, there was a fixed budget and they were expecting a 17,000 square foot library. The project cost $158 per square foot or $172 per square foot including site development costs. Mr. Blalock expanded on modernizing buildings in cost effective ways.

Mayor Williams pointed out that the vision for the area has been around for about 14 years, which prompted the purchase of the fire station and entering into partnerships for the senior center area. He personally is not interested in acquiring property and building a separate library anywhere else. He shares concerns about cost but is pleased there is a plan for 20 years out. He understood Alex Butwinski's point on return on investment and understands that approach with regard to operations but he is not concerned about that with the actual structure itself. The City didn't prioritize return on investment when the building was renovated in 1992. The idea of creating more outdoor space in Option 4a is great. He felt that Dick Peek's comments on potential right-of-way issues need to be addressed. The overall design for the area has been contemplated for a long time. He likes the design of Option 4a and its functionality.

Dick Peek stated that he supports the City's strategy and policy of adaptive reuse. In the past, the Library was on Main Street and when that location was outgrown, it moved to Miners Hospital which was a great location for a number of years. The community was sharply divided when Carl Winters was proposed to be sold to a developer. The City stepped up, created a community building and the Library was its use which is a great use of a historic building. He felt that Option 4a deals with circulation issues created over time and he supports this alternative.

Liza Simpson stated that she was intrigued with considering a new Library location but wouldn't want the facility anywhere except the stretch of property on Park Avenue, however the cost is significant. Having seen the diagramming of the interior use, she is now convinced that the City is buying a 20 year library. She wasn't quite sold on this from the exterior diagrams but she now feels it is well thought out and especially likes the outdoor feature and day-lighting architectural detail.

Andy Beerman stated that if there is no interest in building a new facility, he asked if the Council should consider doing something slightly larger and combining the community center as Ms. Matsumoto suggested. If the City supports going this far over budget, it might make sense not to have to build a whole other building for the community and senior center. Liza Simpson interjected that the concept for the community center is not decided.

Diane Foster felt that the Council has given specific direction on building space for the senior center, and the community center came up because of the request from seniors to be on the ground floor. Ms. Simpson recalled that seniors insisted that they be located on the ground floor and felt charettes probably need to be held to determine the uses in the community center because the flex space in the Library will have demands. Andy Beerman felt it would be better to determine a permanent space for the senior center now so that the decision is not looming. If the City needs to build another building for these other purposes, that can be achieved. If the Library building is going to be expanded significantly, it makes sense to accommodate the seniors there. The Mayor understood that the Library was not going to be a permanent space for the seniors and although the community center is not designed, it has been spatially part of the plan for a long time. Liza Simpson felt that trying to locate the senior center permanently in the Library is too much and she would rather not add to the footprint. There is land to build a community center and she would rather keep the addition to the Library in scale but efficient. Jon Weidenhamer pointed out that adding this amount of space to the Library would cut into the green space.

The Mayor confirmed that the majority of members support Option 4a.

4. Special event overhaul. Jason Glidden explained that staff is looking for reconfirmation from the Council on the goals for the overhaul including increased cost recovery and aligning the City's administrative codes with goals. Effective and efficient utilization of City resources, streamlining event processes and increasing communication both internally and externally with stakeholders are objectives.

Andy Beerman asked if denying special event requests is included in the overhaul and referred to the Mustang Event. Mark Harrington explained that it hasn't been fixed yet in the context of the Mustang Event, but more in the context of the purely sale-oriented events which is addressed in the new definitions. Council already has the ability to deny events on Main Street based on adverse findings. Andy Beerman understood the nature of the issue differently and recalled that it was specific to an event where organizers were told that they might not be welcomed back but they were going to apply anyway which was going to be problematic. Mr. Harrington explained that the Council does not have the discretion to just say yes or no, because the decision needs to be based on criteria in the Code. Previously permitted events must be denied based on facts, and not subjectively. New language will address this somewhat but not in terms of changing the ability to deny a prior event subjectively. Jason Glidden added that conditions of approval are attached to proposed events which can be expanded if there are specific concerns.

Dick Peek felt it would be helpful to identify the staff time involved for events and Mr. Glidden noted that staff is developing an Access program that will track every department's time used. This will reveal a true cost of City services for an event which is a goal. The bigger question is the cost recovery level and special events are probably only at 20% now. The Mayor felt that Council reviews subsidies on an event-by-event basis which he personally believes should continue. Ms. Matsumoto believed that the true cost of a new commercial event may be unknown which makes it very difficult to set a cost recovery level. She acknowledged that her statement differs from her previous opinion. Jason Glidden pointed out that past reports have indicated that Council was in favor of 100% cost recovery. Liza Simpson responded that of course, members are supportive of 100% cost recovery but realize this is a rarely attained goal. Tommy Youngblood added that for more commercial type events, 100% cost recovery is a goal but for community type events, a more equitable approach is employed. Ms.

Matsumoto added that the City still needs to remain competitive and Ms. Simpson stated that there is still an opportunity to waive some fees to support an event. The Mayor pointed out that some events bring economic benefits to businesses which need to be weighed.

5. Street dining leases. The Mayor asked members if they feel comfortable renewing the leases for outdoor decks, knowing there will be construction issues on Main Street this summer. He expressed concern about 72 hours not being enough time to give a business notice to move a deck. Francisco Astorga responded that that is the second option; the preferred recommendation is to not process any of the contracts until a construction schedule is determined. The second option is a much harder approach where decks may be placed by May 1 if the sidewalk improvements are not proceeding in the area. Currently there are five decks that will be affected from 4th to 5th Street and one deck from 5th to 6th Street. He asked members what option is preferred.

Andy Beerman pointed out that there is no consideration for new applications. He felt Council would want to extend the leases on the existing nine decks but the number can go up to twelve decks. Francisco Astorga expressed that expanding the number may not be advisable because of the sidewalk work. Nine decks participated in 2011 and 2012 and have been allowed to keep their decks during Arts Festival except for the late application in 2012. Staff would like to move forward with the nine decks and any new approved deck would have to be removed during the Arts Festival. All decks would have to meet specific criteria. Andy Beerman understood that the Kimball Art Center charges a fee for the decks during the Arts Festival and Mr. Astorga indicated that it is a private arrangement between the restaurants and KAC. Mr. Beerman felt that cost should be referred to in our contract so businesses are put on notice. Liza Simpson asked if staff has asked businesses about the 72 hours. Mr. Astorga indicated no, but all nine participants have been contacted to attend this work session.

Alison Butz, Director of HPCA, stated that she has had quite a few discussions with Main Street businesses and they all understand that there will be construction in the area slated as part of the Phase 1 improvements. They are just anticipating and waiting for a construction schedule and are aware that decks may have to be removed.

Francisco Astorga explained that the second option was added because some decks, like Flanagan’s, can be installed in two hours but others are designed differently and take more time to place.

Alex Butwinski emphasized that when street dining was originally approved, Council set the fees lower on a trial basis but next year, rents will increase. Francisco Astorga stated that staff will return on April 11, 2013 for approval of the nine leases.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING **DRAFT**
SUMMIT COUNTY, UTAH,
MARCH 28, 2013

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, March 28, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Brooke Moss, Human Resources Manager; and Brooks Robinson, Transportation Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Dance Brazil Performance – Teri Orr, Director of Park City Performances, introduced the choreographer and director of Dance Brazil, Jelon Vieria. She referred to the company's visits to a number of schools and showed a brief clip of a performance. Mr. Vieria stated that the company has been touring the U.S. for five weeks and it has been a pleasure coming to Park City. He encouraged the public to attend the performance on Saturday at the Eccles Center.

IV MINUTES OF MEETING OF MARCH 7, 2013

The Mayor requested a motion to approve the minutes. Dick Peek, "I so move". Liza Simpson seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

Consideration of the appointment of Diane Foster as City Manager – The Mayor submitted the name of Diane Foster to serve as City Manager. Liza Simpson, "I move that we appoint Diane Foster as City Manager". Alex Butwinski seconded. Motion unanimously carried". The Mayor also voted on this matter.

VI NEW BUSINESS

1. Consideration of authorizing the Mayor to appoint and enter into an agreement for the provision of services by Diane Foster to Park City Municipal Corporation as the City Manager, in the amount of $128,083 annually, in a form approved by the City Attorney – Brooke Moss explained that the contract supports the appointment of Ms. Foster. The Mayor invited public input; there was none. Andy Beerman, "I move we authorize the Mayor to appoint and enter into an agreement for the provision of services

by Diane Foster to the Park City Municipal Corporation as the City Manager". Alex Butwinski seconded. Motion unanimously carried. The Mayor also voted on this matter.

2. Consideration of authorizing the City Manager to sign the Construction Agreement with Keller Construction, Inc. for construction of the Transit Residential Building in the amount of $1,599,702 in a form to be approved by the City Attorney – Brooks Robinson, Transportation Planner, explained that staff conducted an extensive bidding process for an architect and general contractor and the application was reviewed and approved by the Planning Commission. Staff is recommending moving forward with the project which received a federal grant in the amount of $1.5 million. The Mayor invited public input; there was none.

Liza Simpson, "I move that we authorize the City Manager to sign the Construction Agreement with Keller Construction, Inc. for construction of the Transit Residential Building in the amount of $1,599,702 in a form to be approved by the City Attorney". Dick Peek seconded. Motion unanimously carried.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Joan Card, Environmental Regulatory Manager; Heinrich Deters, Trails and Open Space Manager; Nate Rockwood, Budget Manager; and Mark Harrington, City Attorney. Alex Butwinski, "I move to close the meeting to discuss property and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 4:00 p.m. Liza Simpson, "I move to open the meeting". Andy Beerman 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 Janet M. Scott, City Recorder

City Council
Staff Report

PARK CITY
1884

Sustainability

Author: Matt Twombly, Sustainability
Subject: City Park Tennis Courts – Award of Construction Contract
Date: April 11, 2013
Type of Item: Administrative - Award of Contract

Summary Recommendation –
Staff requests authorization to proceed with the Park City Outdoor Tennis Renovations Project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction in the amount of Three Hundred Thousand Seven Hundred Sixty Five Dollars ($300,765).

Topic: City Park Tennis Courts award of construction contract.

Background:
The outdoor tennis courts at City Park were constructed in the early 1980's when the park was constructed. These courts are constructed out of asphalt and can no longer be repaired as the cracks resurface each year.

At RAB Visioning in 2010 and 2011 the reconstruction of the existing courts and addition of a third court was recommended by RAB and authorized by Council. The project was funded in the FY 2012 Budget process.

Similar to the newly constructed PC MARC indoor courts, these courts will be constructed with a post tensioned concrete slab. All of the fencing and the sports lights will be replaced. The sports lights will be louvered and installed with visors to help reduce glare. The current lights do not have either internal louvers or visors. The poles and fixtures will be painted black. The timer of the lights will be the same as it is now and comply with the City Park lighting management plan.

Analysis:
VCBO was the architect contracted to design the PC MARC courts and the intent was to design and construct these courts with the PC MARC courts as one project. Therefore, staff used VCBO for the design and engineering of the City Park courts with a small change order to their contract for their services for the PC MARC.

The invitation to bidders was advertised in the legal notices of the Park Record on March 20, and 23, and in the Salt Lake Tribune on March 20, and 21st. The invitation was also advertised through the City's website and e-notify. There were two bidders on the project and the bids are as follows:

Bidder	Base Bid Amount	Alternate 1 Steel rails in lieu of wood	Total
Parkin Construction Co.	$303,265	($2,500)	$300,765
Renner Sports Surfaces	$370,615	($5,365)	$365,250

Any firm submitting a bid is required to be certified by the American Sports Builders Association (ASBA) and the Post Tension Institute (PTI), which both bidders submitted proof with the bids. The lowest responsive and responsible bidder was Parkin Construction Co., at **$300,765**. The cost estimate for the City Park tennis courts was $300,000. Neither bidder is local.

Construction is scheduled to begin the end of April. The substantial completion date for the project is July 1, 2013. The courts will not be useable during construction. The plan is to keep and cap all the soils on site.

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

Alternatives:

A. **Approve the request, and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction, Co., in the amount of Three Hundred Thousand Seven Hundred Sixty Five Dollars ($300,765): (Staff recommendation)**
B. Modify the request: Council could choose to modify *the* project and re-bid, which would likely delay the schedule of the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	Preserving & Enhancing the Natural Environment **(Environmental Impact)**	An Inclusive Community of Diverse Economic & Cultural Opportunities **(Social Equity Impact)**	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life	- Reduced municipal, business and community carbon footprints	+ Community gathering spaces and places	+ Well-maintained assets and infrastructure
	(+/-) (Select Desired Outcome)	~ Abundant preserved and publicly-accessible open space	+ Entire population utilizes community amenities	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	~ Managed natural resources balancing ecosystem needs	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	+ Economically and environmentally feasible soil disposal	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Positive ⇧	Positive ⇧
Comments: Soils are to be kept on site and capped in conformance with the ordinance.				

Funding:

There is currently approximately $450,000 in the City Park CIP account which is funded by the Lower Park Avenue RDA. Sustainability and Recreation staff resources will be required to complete the project. The City Park courts will not have any significant maintenance impacts.

Staff Recommendations:

Staff requests authorization to proceed with the Park City Outdoor Tennis Renovations Project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney’s Office with Parkin Construction in the amount of Three Hundred Thousand Seven Hundred Sixty Five Dollars ($300,765).

City Council
Staff Report

Subject: **Contract Amendment No. 3 to Stanley Consultants Professional Services Agreement and Contract Amendment No. 8 to Bowen Collins and Associates General Services Contract for the Empire Avenue Reconstruction Project**
Author: **Matthew Cassel, P.E., City Engineer**
Department: **Engineering**
Date: **April 11, 2013**
Type of Item: **Administrative**

Summary Recommendations:
The Council should authorize the City Manager to execute Contract Amendment No. 3 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $129,750 and to execute Contract Amendment No. 8 to the General Services Contract with Bowen Collins and Associates for construction engineering management services in the amount of $61,900 both for the Empire Avenue Reconstruction Project.

Topic/Description:
Condie Construction was the lowest bidder and was awarded the Empire Avenue reconstruction contract on May 24, 2012 for $2,831,127 (Lyndon Jones Construction was the next lowest bidder at $3,552,966). Condie Construction struggled with the work and was not able to complete the project by the deadline of November 1, 2012. Because of their struggles, Stanley Consultants and Bowen Collins increased their resources to the project in an effort to get the project completed on time and to make sure the contractor was performing the work correctly.

These amendments to Stanley Consultants contract and Bowen Collins contract is for the additional resources provided during last year's construction and for the resources necessary to complete the construction of Empire Avenue this spring/summer.

Background:
City Council adopted the Old Town Improvement Study (OTIS) in 2002. This was actually the second study, as the City has been steadily improving infrastructure in Old Town since an earlier study in 1992 made similar recommendations. Street projects which have been accomplished since 1992 include most of Swede Alley, King Road, Ontario Avenue, Marsac Avenue, Woodside Avenue south of 12th Street, Upper Park Avenue, Prospect Street, Upper Norfolk and lower Woodside/Norfolk, Hillside Avenue and Sandridge Drive.

In May 2011, the OTIS study was updated with current estimates of construction costs and with a reprioritization of projects. Empire Avenue rose to the top of the list mostly because of the deteriorating and highly problematic water line in Empire Avenue. Improvements included road removal and replacement, upgrade of existing water main, installation of hydrants, installation of new water services and/or meters as required, landscaping and coordination with dry utility companies for upgrade/replacement of their facilities. Sewer improvements or relocation also occurred from Silver King Drive to Manor Way. Traffic signs and regulatory signage are also being installed. Bidding occurred starting in late-April with award of the contract being approved on May 24, 2013.

To keep residents along Empire Avenue informed and provide them with a venue to voice their issues and concerns, four public involvement meetings were scheduled during the course of the project. The first public meeting was held during the preliminary design phase of the project. The second public meeting was held as the design neared completion and was used to show the residents the nearly complete design and again provided for their input. The third public meeting was held just before construction started which will let the residents know construction will be starting and give them a chance to meet the contractor. Late in the design, a fourth public meeting was added and held on site. The intent of this meeting was to review the proposed road widths on site and to look at its effects to the adjoining properties. This additional meeting was held on April 18, 2012.

Condie Construction started the work in June and immediately got bogged down with the first major project task, the construction of the sewer line. In the middle of July, it was evident to staff that the contractor may not complete the construction by November 2012. After requesting a meeting with the owner of Condie Construction, which brought no resolution to increasing the contractor’s production, staff’s resources increased on the project because of the increase in number of meetings to review the schedule and evaluation of options available to complete the project on time. By the end of August, it was apparent to staff that the contractor was not going to complete the project so staff started working with the contractor to determine the project elements to be completed before the November 1 deadline. The goal was to not have any resident on a temporary water system and to not have any unpaved road sections during the winter months. Condie Construction was able to shut the project down in the first week of December.

During the winter months, Stanley Consultants, Bowen Collins, Condie Construction and staff met numerous times to review and discuss the proposed schedule to complete the work in the spring/summer of 2013.

Analysis:

This analysis details the changes to Stanley Consultants and Bowen Collins and Associates contracts, discusses the schedule and liquidated damages and summarizes the budget available.

Changes to Stanley Consultants Contract

Stanley was awarded the full contract on January 5, 2012 to provide design, bidding services, construction engineering management services and post construction services for the Empire Avenue Reconstruction Project. At that time, enough funds were only available for Stanley Consultants to complete the design and bidding process for the project. When additional funds were identified, staff would return to Council with an amendment to the contract. Stanley Consultants original design fee was $191,048.

Amendment No. 1 to the contract with Stanley Consultants for construction engineering management and post construction services for the Empire Avenue Re-construction project was approved by City Council on May 24, 2012. Their fee for this amendment was $130,804.68.

Amendment No. 2 to the contract with Stanley Consultants was for the additional public meeting that took place on April 18, 2012 and to address design changes. Their fee for this amendment was $11,549.28.

This Amendment No. 3 to the contract with Stanley Consultants is for the following items:

- Additional November and December construction administration,
- Winter shutdown meetings, walkthrough an documentation,
- Winter schedule and planning meetings with contractor,
- Pre-construction public meeting,
- Construction Administration for April-July 2013,
- Additional on-site public involvement and coordination, and
- Additional construction observation and coordination.

Stanley Consultant's fee for amendment No. 3 is $129,749.62. This amendment should cover all additional construction administration by Stanley Consultants through the end of construction and includes preparing the final paperwork for the project. Stanley Consultants total fee for the project including this amendment No. 3 is $463,151.58.

Changes to Bowen Collins and Associates General Services Contract

Bowen Collins and Associates was awarded the Water Department General Services Contract on December 21, 2006. The originally scope and fee included the design for the Empire Avenue Waterline Replacement. Bowen Collins and Associates completed preliminary design for Empire Avenue with this budget but the design only include the distribution waterline replacement from 8th Street to Manor Way. From this original scope and fee, approximately $40,000 was appropriated to the Empire Avenue water line design.

On July 18, 2011, Amendment No. 5 was awarded to Bowen Collins and Associates with a portion of these funds designated for the Empire Avenue waterline replacement design. The scope was increased to include distribution and transmission waterline replacement from 8th Street to Silver King (15th Street) and replacement of two PRV stations. From this Amendment No. 5, approximately $65,000 was appropriated to the Empire Avenue water line design.

On April 19, 2012, Amendment #7 was awarded with a portion of these additional funds for the Empire Avenue waterline replacement design. The scope was increased to add distribution and transmission lines on Manor Way from Lowell to Empire Ave. From this Amendment No. 7, approximately $20,000 was appropriated to the Empire Avenue water line design.

This Amendment No. 8 to the General Service's Contract with Bowen Collin's and Associates is for the following items:

- Additional construction administration for April-July, and
- Additional construction observation and coordination.

Bowen Collins and Associate's fee for amendment No. 8 is $61,900. This amendment should cover all additional construction administration by Bowen Collins and Associates through the end of construction and includes preparing the final paperwork for the project. Bowen Collins and Associates total fee for the project including this amendment No. 8 is $186,900.

Schedule

Condie Construction has prepared a schedule for the spring/summer construction. Staff and our consultants have met with Condie numerous times over the winter months with the goal of determining if the schedule is realistic and whether it can be achieved. Staff is confident that the schedule can be achieved as long as Condie Construction:

- Brings an adequate number of crews to perform the work,
- The crews are skilled and knowledgeable,
- Condie Construction makes adjustments to the work flow that helps achieve the schedule.

During construction, staff will continue to monitor the contractor's progress on a weekly basis through our weekly construction meetings. If the contractor starts to slip on the schedule, staff will address with the contractor immediately with the expectation that more crews are mobilized to bring the project back onto schedule.

Condie Construction's submitted schedule has the following key dates:

- Start date – May 6, 2013,
- Waterline work will be started on May 6 and will be completed by June 6,
- Sewer line work will be started on May 6 and will be completed by June 7,
- Storm Drain work will be started on May 22 and will be completed on June 13,
- Roadway work will be started on May 6 and will be completed by July 10,
- Construction will be completed by July 11, 2013.

Condie submitted a conservative start date of May 6 in their schedule for the reason of setting the worst case end date of July 11, 2013. Even though the schedule indicates a start date of May 6, 2013, Condie Construction will actually be starting their work on April 15, which is immediately after the close of the Park City Mountain Resort. The goal of this earlier start is to maximize the shoulder season and with the hope of completing the work before the July 11, 2013 end date.

Liquidated Damages
As part of the contract signed by Condie Construction, liquidated damages would be assessed at the rate of $1,000 per day for every day past the completion date of November 1, 2012. Because of approved change orders, Condie Construction's original date for completion was pushed back to November 16, 2013 for Condie Construction to achieve substantial completion. A letter was sent to Condie Construction formally putting them on notice that liquidated damages would be assessed throughout the winter months.

In response, Condie Construction indicated that there was nothing in the contract to stop them from continuing construction through the winter. If the City was going to charge them daily liquidated damages, they would prefer to continue work and get the job done. Condie Construction requested that liquidated damages be suspended for the winter months.

Staff proposed to Condie Construction that if they can achieve substantial completion within 45 working days from the first day of work in the spring, liquidated damages would not be assessed (with the contractor starting work on April 15, 2013, liquidated damages would start be assessed on that date). If Condie Construction fails to achieve substantial completion within this time frame, liquidated damages will be charged beginning on the day after the new contract completion date until substantial completion. This proposal was based on putting a higher value to the City in getting the work done and getting the contractor off the project site versus extracting money from the contractor. The contractor agreed to this proposal.

Project Budget
Approved funding for this project is as follows:

Capital Project cp0155 is the capital account approved for OTIS Phase II(a) projects. These funds will be used to pay for the additional construction engineering management services for this project. With this Amendment No. 3 to Stanley Consultants, this project is still within budget.

Water funds will be used for this Amendment No. 8 to the Water Departments General Services contract with Bowen Collins.

To date $111,551.82 has been approved in change orders to Condie Construction. The change orders amount to 3.9% of the overall contract.

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

Alternatives:

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

B. Deny the Request:
This would make it difficult for staff to oversee the construction this spring without the necessary resources available

C. Continue the Item:
If the Council needs more information the item can be continued but the construction will be starting on April 15 and staff would not have the necessary resources in place to oversee the construction.

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

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	- Accessibility during peak seasonal times ~ Balance between tourism and local quality of life	+ Adequate and reliable water supply + Enhanced water quality and high customer confidence		+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Negative ⇩	Positive ⇧	Neutral ⇔	Positive ⇧
Comments:				

The impacts of this project will be from the second year of construction along Empire Avenue will again heavily impact the adjacent residents. The goal is to complete the majority of the work in the shoulder season to avoid the high traffic months starting in mid-June and beyond.

Consequences of not taking the recommended action:
Empire Avenue is a local street where the utilities and road are in need of replacement. Not taking the recommended action will not provide staff with the resources necessary to ensure the construction this spring meets the requirements of the contract documents.

Recommendation:
The Council should authorize the City Manager to execute Contract Amendment No. 3 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $129,750 and to execute Contract Amendment No. 8 to the General Services Contract with Bowen Collins and Associates for construction engineering management services in the amount of $61,900 both for the Empire Avenue Reconstruction Project.

Exhibit A – Stanley Consultants Amendment No. 3 Fee and Scope
Bowen Collins and Associates Amendment No. 8 Fee and Scope

Client: Park City Municipal Corporation
Project : Empire Avenue Reconstruction Addendum 3

Total Fee:
$129,749.62

Activity - Task Description	PROJECT MANAGER $139	CONSTRUCTION OBSERVER $91	PI Manager $120	PI Support $75	TOTAL HOURS	Loaded
Task 4.0 - Construction Management						
Additional November and December 2012 Construction Administration	76	320	0	0	396	$39,684.00
Winter Shutdown Meetings, Walkthroughs and Documentation	8	8	0	0	16	$1,840.00
Winter coordination on schedule and Planning Meetings with Contractor	60	0	0	0	60	$8,340.00
Preconstruction Public Meeting	10	0	10	25	45	$4,465.00
Construction Adminstration	180	0	0	0	180	$25,020.00
On-Site Public Involvement and Coordination	0	0	24	98	122	$10,230.00
Construction Observation and Coordination	0	377	0	0	377	$34,307.00
Task 4 Subtotal Hours	334	705	34	123	800	**$123,886.00**
Total Hours	**334**	**705**	**34**	**123**	**800**	**$123,886.00**
					EXPENSES =	$5,863.62
					LABOR =	$123,886.00
					TOTAL FEE =	**$129,749.62**

Client: Park City Municipal Corporation
Project : Empire Avenue Reconstruction Addendum 3

Engineering Services Estimate Prepared: 02/27/13

PI Reproduction Costs	1	Each	$665.00	**$665.00**
PI Mileage	1	Lump	$960.00	**$960.00**
8.5 x 11 Copies	180	Each	$0.10	**$18.00**
Mileage	3600	Miles	$0.56	**$1,998.00**
Phones	3	Month	$70	**$210.00**
Aircard	3	Month	$60	**$180**
XRF Testing	1	Each	$1,833	**$1,833**
TOTAL ESTIMATED EXPENSES				**$5,863.62**

Empire Avenue Reconstruction – Addendum 3

Construction Management

Additional November and December 2012 Construction Administration

The original contract completion date was November 1, 2012. Construction work continued until the end of the first week of December.

Perform XRF tests on soils for disposal.

Winter Shutdown Meetings, Walk Throughs and Documentation

Conduct 2 walk throughs with the Contractor prior to winter shutdown. Prepare work lists of outstanding items that need to be completed next year. Hold a winter suspension meeting with the contractor. Write a letter to the contractor documenting the suspension.

Deliverables: Meeting agenda, work plan lists, letter.

Winter Schedule and Planning Meetings with Contractor

Conduct monthly meetings with the contractor over the winter to review schedule for next year. Provide comments to the contractor regarding their plan and schedule for next year. Address issues with residents or emergency work that needs to take place during winter shutdown.

Deliverables: Agendas and meeting notes

Preconstruction Open House

Fehr & Peers will arrange and facilitate a "Meet the Contractor" open house before construction resumes. The purpose of the open house will be for stakeholders and residents to meet the contractor, receive an update on the project schedule, anticipated traffic control, discuss any issues they may have, and get information on the upcoming construction.

Deliverables: Public Comments

Construction Administration

Conduct weekly construction meetings in Park City. Coordination on contractor questions about the roadway and storm drain plans. Assist with public involvement calls to residents to resolve issues. Process monthly pay requests from the Contractor. Correspond with the Contractor.

Deliverables: Meeting agendas, notes, monthly Contractor pay invoices.

TASK 4.4 – On-Site Public Involvement and Coordination

Fehr & Peers will assist the project team in resolving construction-related issues with the residents. Fehr & Peers will be on-site weekly to give residents an opportunity to discuss concerns regarding construction impacts with the PI coordinator. Concerns aired will be discussed with the contractor/project team at the weekly construction meeting. Fehr & Peers will maintain the Facebook page and monitor the project hotline. Fehr & Peers will prepare and coordinate weekly construction updates for email distribution and coordinate posting weekly updates to the project Facebook page and with Park City's "projects under construction" web page. Fehr & Peers will respond to complaints within one business day. As appropriate, Fehr & Peers will forward complaints to the contractor/construction management team for resolution. It will be the responsibility of the contractor and Park City to resolve the issue in question and Fehr & Peers' responsibility to follow up with complainants to determine whether the issue was successfully resolved.

TASK 4.5 – Construction Observation and Coordination

We will have a Construction Observer on-site to observe and document construction activities. He will provide regular updates to Park City and the PI Team. He will coordinate construction testing on an as-needed basis with the Contractor so that material testing complies with plans and specifications. He will evaluate the traffic control to confirm compliance with MUTCD standards.

Deliverable: Daily reports, which include: construction activities performed, equipment used, and traffic control compliance, pay quantities.

The Construction Observer will maintain a marked set of field changes that will show design alterations used to produce an electronic set of record drawings. Design revisions or field changes will require approval from the City prior to implementation. Variances from the design will be noted in redline mark-ups.

Deliverable: Observation memorandum and construction documents.

The construction observer, in coordination with the Contractor, will confirm substantial completion and will notify the City. We will schedule a walk through and develop a punch list. Upon satisfactory completion of the punch list items and a walk through by the City, we will recommend final payment.

Deliverable: Substantial Completion Form, memo showing punch list items and the completion dates, and Final Payment request.

Assumptions

Construction will last for 9 weeks. It is assumed that all construction, including punch list items will be completed within 9 weeks and no further observation or site work will be required past the 9 weeks. Staff time for various tasks was based on this time frame. If construction work lasts longer than 9 weeks, costs will increase above those stated here and will require a contract modification.

The construction observer has 377 hours. It is assumed that he will be on site for 16 hours per week for the first 4 weeks of construction. This assumes 2 days per week and 8 hours per day. The majority of the work during the first 4 weeks is water and sewer work according to the Contractor's latest schedule. Stanley Consultants is not observing water and sewer work. The two days will be to observe roadway and storm drain work that occurs. Since the observer will not be on site every day during the first 4 weeks, there will be some construction work items that will be documented after contractor completion.

The construction observer will be on site 50 hours per week for the last 5 weeks of the Contractor submitted schedule. This is when the majority of the roadway and storm drain work is scheduled to occur. This assumes 5 days per week and 10 hours per day. The contractor has indicated that these will be his working hours.

There are 60 additional hours of observation time included within the 377 hours if the Contractor needs to work Saturdays or additional days at the end of the 9 week schedule to complete the work. If observation work is necessary above the 377 hours detailed here, costs will increase and require a contract modification.

The project manager/field engineer has approximately 20 hours per week during construction for a total of 180 hours. This is to prepare for and attend the weekly meeting, prepare meeting notes, process monthly pay requests, correspond with the contractor regarding contractual issues, answer questions from the contractor and construction observer related to the plans and specifications, make design changes, write change orders, and assist with public involvement. If the project manager/field engineer time is above the 180 hours, costs will increase and require a contract modification.

Construction paperwork will consist of one file each for daily reports, pay requests, and information from contractor including test results.

Bowen Collins
& Associates, Inc.
CONSULTING ENGINEERS

154 East 14000 South
Draper, Utah 84020
Phone: 801.495.2224
Fax: 801.495.2225

February 22, 2013

Roger McClain
Water Engineer
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

Subject: Revised Amendment for Empire Avenue Water Improvements – 2013 Extension

Dear Roger:

Per your request, Bowen, Collins & Associates (BC&A) is pleased to provide this proposal to Park City Municipal Corporation to amend the construction services for the Empire Avenue Water Improvements under the existing General Services Contract. The original contract included replacing the existing 6-inch and 10-inch waterlines from 8th Street to 15th Street with construction completion in 2012. Since the contractor has not been able to complete the work this season, this amendment would include increasing construction services to cover construction of the remaining waterline in 2013.

PROJECT BACKGROUND

On May 25, 2012, a contract was signed with Condie Construction to complete the construction of the Empire Avenue Reconstruction Project within the 2012 construction season. BC&A has provided full time construction observation of the water system construction although our budget only included 20 hours per week. Due to the contractor's means and methods for construction, BC&A has been required to provide 1.75 person's full time on the project for construction management. As a result, the budget for the project has been spent during the 2012 construction season. However, Condie has not been able to complete the project in 2012. The work that was completed in 2012 included the PRV at 9th Street, the waterline on 15th Street and the waterline on Empire from 15th to Manor Way. The work to be completed in 2013 will include the waterlines on Empire from the south end of the project to Manor Way and waterlines on Manor Way.

WORK PLAN

The following tasks, as outlined in our original contract, show our proposed work plan for the 2013 extension to the project.

<u>**Phase 1 – Design Services**</u>

Task 1-1: Collect and Review Existing Information. No Change.
Task 1-2: Progress Meetings/Information Review. No Change.
Task 1-3: Utility Investigations. No Change.
Task 1-4: Permits. No Change.
Task 1-5: Field Survey. No Change.
Task 1-6: Hydraulic Modeling. No Change.
Task 1-7: Geotechnical Investigation. No Change.
Task 1-8: Design Drawings. No Change.
Task 1-9: Contract Documents. No Change.
Task 1-10: Construction Cost Estimate. No Change.

<u>Phase 2 – Services During Construction</u>

Task 2-1: Bid Period Services. No Change.

Task 2-2: Services During Construction. BC&A will continue with construction management services in 2013 until the project is completed. These services will include assisting with processing contractor payments, reviewing outstanding submittals, preparing any needed change orders or field orders, and attending weekly progress meetings with the contractor. We've assumed 2.5 days per week for 9 weeks for these services.

Task 2-3: Project Observation. For the extension into 2013, there will be 2,300 LF of 8-inch waterline and 2,300 LF of 12-inch waterline to be installed including fire hydrants and water services. At the City's request, we are basing our level of effort to match the contractor's proposed schedule dated 02/21/13 which shows that waterline will be constructed from 05/06/13 to 6/10/13. The City has asked that the inspection time for water to be full time for the first month (5 weeks) and 15 – 20 hours per week for the second month (4 weeks at 16 hours/week was used in the fee). Full time effort would include 10 hours per day, 5 days a week for the project representative to be on site plus travel time and paperwork. To account for Condie's proposed Saturday work and other potential minor delays, we are including a 20% contingency of hours for project observations. In addition, the City has requested surveyed asbuilt conditions that we have hired Stanley Consultants to provide for surveying of the final waterline installation.

We are not confident that Condie will be able to complete the waterline installation within their proposed schedule. Should it appear that construction of the waterline will extend beyond the proposed schedule plus the added contingency listed above, BC&A shall request additional fee to cover the time extension.

Task 2-4: Project Documentation. No Change.

SCHEDULE

BC&A will work with the construction schedule.

COST PROPOSAL

Table 1 provides our estimated cost to complete the proposed scope of work. We propose to complete the project on a time and materials basis.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

Bowen, Collins & Associates
Tena Campbell

Tena Campbell, P.E.
Principal

Attachment

TABLE 1
Park City Municipal Corporation
Empire Avenue Water Improvements - 2013 Construction
ENGINEERING FEE ESTIMATE
2/22/2013

		OFFICE STAFF		TECHS	ENGINEERS			SUBTOTAL	SUBTOTAL	SUBTOTAL	TOTAL
TASK	**LABOR**	**OFFICE**	**EDITOR**	**CAD**	**INSP**	**PE**	**PM**	**HOURS**	**LABOR**	**EXPENSES**	**COST**
		Rasmussen	Hansen	Abel	Thompson	Oldham	Campbell				
	Raw Rate	$64.00	$64.00	$90.00	$90.00	$96.00	$131.00				
	Task 1 - Design Phase										
1-1	Collect and Review Existing Information							0	$0	$0	$0
1-2	Progress Meetings/Information Review							0	$0	$0	$0
1-3	Utility Investigation							0	$0	$0	$0
1-4	Permits							0	$0	$0	$0
1-5	Field Survey							0	$0	$0	$0
1-6	Hydraulic Modeling							0	$0	$0	$0
1-7	Geotechnical Investigation							0	$0	$0	$0
1-8	Design Drawings							0	$0	$0	$0
1-9	Contract Documents							0	$0	$0	$0
1-10	Construction Cost Estimate							0	$0	$0	$0
	Subtotal Task 1	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
	Task 2 - Construction Management Services										
2-1	Bid Period Services							0	$0	$0	$0
2-2	Services During Construction					108	72	180	$19,800	$1,331	$21,131
2-3	Project Observation - Waterline				314			314	$28,260	$6,398	$34,658
2-3a	Project Observation - Contingency				63			63	$5,670	$1,491	$7,161
2-4	Project Documentation							0	$0	$0	$0
	Subtotal Task 2	**0**	**0**	**0**	**377**	**108**	**72**	**557**	**$53,730**	**$9,220**	**$62,950**
	TOTAL LABOR	**0**	**0**	**0**	**377**	**108**	**72**	**557**	**$53,730**	**$9,220**	**$62,950**
		$0	$0	$0	$33,930	$10,368	$9,432	$53,730			

EXPENSES

Item	**Unit**	**Rate**	**Cost**
COMMUNICATION/COMPUTER/MISC EXPENSES	557	$7.00	$3,899
MISC/SUPPLIES/PRINTING			$71
AUTO MILEAGE	4,200	$0.75	$3,150
SURVEY	1		$1,050
TOTAL EXPENSES			$8,170

$53,730
$8,170
$61,900

City Council
Study Session

Subject: **Sponsoring Council for New Urbanism (CNU) Conference**
Authors: **Anya Grahn, Historic Preservation Planner**
Thomas Eddington, Planning Director
Department: **Planning Department, GI-12-00191**
Date: **April 11, 2013**

Summary Recommendation:
Staff recommends that City Council approve the Planning Department to make a donation in the amount of $2,500 from its departmental budget to the Congress for New Urbanism (CNU) 21 to be held in Salt Lake City May 29 through June 1, 2013.

Background:
This year, the Congress for New Urbanism (CNU) is holding their twenty-first (21st) annual conference in Salt Lake City from May 29 through June 1, 2013. For nearly twenty (20) years, CNU has been a leading organization in promoting walkable, mixed-use, neighborhood development, sustainable communities, and healthier living conditions. CNU promotes the hallmarks of new urbanism, which include:

- Livable streets arranged in compact, walkable blocks
- Range of housing choices to serve people of diverse ages and income levels
- Schools, stores, and other nearby destinations reachable by walking, bicycling, or transit service
- An affirming human-scaled public realm where appropriately designed buildings define and enliven streets and other public spaces

Many of these hallmarks are supported by Park City and have been incorporated into our new General Plan.

As a conference sponsor, Park City will be highlighted in the months leading up to the four (4) day Congress that is attended by businesses, governments, and schools. Furthermore, in exchange for our sponsorship, the Planning Department will receive four (4) cost-free registrations for staff members (a value of $265 per registration) as well as two (2) CNU memberships (a value of $40 each). The Planning Department is very excited about CNU's presence in Salt Lake City this year, and the City has currently committed to hosting four (4) CNU events that showcase the unique identity of Park City and address the planning issues we have faced. These include:

- Live Life like an Olympian! *Presentation on the challenges and benefits of hosting the 2002 Olympic Games to follow outdoor adventures at the Olympic Park.*
- Hi, Ho, Hi, Ho, It's Up the Mountain We Go! *Mountain biking and discussion of open space preservation.*
- Mining, Mischief, and Main Street. *Walking tour of our historic Main Street followed by presentation on the revitalization of our Historic Main Street as well as the challenges of accommodating events such as the Sundance Film Festival and the 2002 Olympic Games.*

- Affordable Luxury: Providing Affordable Housing Options in a High-End Resort Town. *Tour of Park City's affordable housing developments including Snow Creek Cottages, Silver Star Condominiums, and Habitat for Humanity homes.*

Analysis:
The Planning Department would like to further promote the City and our interest in CNU by providing a $2,500 sponsorship to CNU21. This sponsorship amount will include four (4) full registrations as well as two (2) memberships to CNU. Memberships include access to online resources and publications that will aid Planning Staff in staying current with trends in urban planning as well as new urbanism philosophies.

Study:
According to State Code Language 10-8-2, a municipal corporation may appropriate money for any purpose that, in the judgment of the legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality. Prior to City Council making any decision to appropriate the funds under this section, a study must be performed before notice of the public hearing showing the following:

I. <u>Identified benefit the municipality will receive in return for any money or resources appropriated.</u>

As a sponsor for CNU21, the City will demonstrate its support of the New Urbanism Movement. Many of the principles of CNU—walkability, public spaces, livable streets—have been emphasized in our new General Plan. In addition to the sponsorship expressing our role as a responsible corporate citizen, the City will receive four (4) full registrations that will allow Planning Staff to attend this conference at no additional cost to the City.

II. <u>Municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.</u>

This conference is a learning opportunity for Planning Staff. Additional education and training will help shape the Planning Department and, in turn, allow us to better aid the City in future decision-making processes to improve our community. This year, the conference will focus on living community, city-livability, systems-transportation and infrastructure, form design, places-implementation and finance, together region, as well as environmental sustainability. Moreover, conference attendance will allow Planning Staff members to receive educational credits via the American Institute of Architects (AIA), American Planning Association (APA), and American Society of Landscape Architects (ASLA).

III. <u>The appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.</u>

With over 1,300 attendees expected from across the U.S. and the world, the conference will showcase Park City as a desirable place to live, work, and visit. Our CNU-sponsored events will promote our new urbanist-oriented products and developments, including affordable housing developments, open space preservation, historic preservation, and world-class sports training facilities. Sponsorship will also promote Park City as a travel destination, encouraging many conference attendees to visit our community on their own or return with friends and family. Moreover, the opportunity for

Staff to engage other conference attendees and learn from educational seminars will allow the Planning Department to improve our ability to address issues such as affordable housing development, blight, historic preservation, and other planning challenges.

Staff believes that the City's sponsorship of CNU21 meets the objectives set by State Code Language 10-8-2 as this is a wonderful opportunity to showcase our community, share our wealth of knowledge, and provide additional educational opportunities to Planning Department Staff.

Department Review:
Legal, Planning, and the Interim City Manager reviewed this report and their feedback was incorporated.

Alternatives:

A. Approve:
City Council approves the Staff Recommendation to amend to sponsor CNU 21 in the amount of $2,500.

B. Deny:
City Council rejects the Staff Recommendation and Park City Municipal Corporation does not sponsor CNU 21.

C. Modify:
City Council approves the Staff Recommendation, with some edits provided by Council.

D. Continue the Item:
City Council asks for more information and/or chooses to not make a decision at this time.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Varied and extensive event offerings ~ Unique and diverse businesses + Safe community that is walkable and bike-able + Internationally recognized & respected brand + Every City employee is an ambassador of first-class service	+ Enhanced conservation efforts for new and rehabilitated buildings ~ Abundant preserved and publicly-accessible open space	+ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Skilled, educated workforce + Vibrant arts and culture offerings	+ Fiscally and legally sound + Engaged, capable workforce
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Positive	Very Positive	Positive
Comments: The Staff Recommendation advances a variety of goals and is responsive to local art while enhancing community character. Up-lighting has the potential to improve the profile of public art and other public features. Allowing more lighting to be installed for uplighting certain public features will result in a very slight increase in electricity usage. Despite staff not recommending a dark skies retrofit, the City will continue to integrate high efficiency lighting into new municipal projects and major retrofits, where feasible.				

Consequences of Not Taking Recommended Action:

Staff is recommending that Council permit the Planning Department to sponsor CNU21 in the amount of $2,500, to be derived from the Planning Department budget. If this action is not taken, Park City will not be listed as a conference sponsor and may lose the chance to promote ourselves as a world-class resort to conference attendees.

Funding Source

This expense can be covered within the Planning Department's existing operating budget.

Recommendation:

Staff is recommending that Council permit the Planning Department to sponsor CNU21 in the amount of $2,500, to be derived from the Planning Department budget. If this action is not taken, Park City will not be listed as a sponsor of the conference.

City Council
Staff Report

Subject:	**Street Dining on Main Program**
Author:	**Francisco Astorga, Planner**
Department:	**Planning**
Date:	**April 11, 2013**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends that the City Council consider extending the Street Dining within the Main Street Right of Way program for another term. The extension includes the renewal of leases of City property/Right-of-Way (ROW) for several restaurants located on Main Street, so that they can have on-street dining on City property/ROW from May 1st – October 30th.

Topic/Description:
On March 28, 2013, see Exhibit A, the City Council had a brief discussion related to the Street Dining on Main Program and direction was given to Staff to move forward with the program. The Historic Park City Alliance (HPCA) indicated that restaurant business owners are aware of the Main Street improvements which are currently scheduled for this year. The City Council also indicated that in the future Staff should look into raising the lease fee. Staff requests to review the Main Street improvements construction impacts and rental rate and provide the sample leases and conditions for 2013 for Council's review.

Analysis:
The City is currently planning Main Street improvements ranging from sidewalk reconstruction between 4th and 5th Street on the east side and the west side of 5th Street to the "bear" bench, etc. The City is currently in the design and engineering stage. The City anticipates having a recommended construction schedule by the third week of April. Staff identified that the following five (5) decks may be affected by the sidewalk improvements:

- Bistro 412, 412 Main Street
- Flanagan's, 438 Main Street
- Bandits', 440 Main Street
- Shabu, 442 Main Street
- 501 on Main, 501 Main Street

The Street Dining on Main season commences on May 1. As part of the program, the City has given each deck owner the ability to choose when to place their deck after the start date. Some decks have been placed as early as the first week of May while others have waited till mid-June.

Due to the possible conflicts with the five (5) deck owners mentioned above staff recommends not entering into these specific leases until the construction schedule is finalized to be able to determine agreeable dates with each business owner. Staff has incorporated draft language on the lease agreements in a form to be approved by the Legal Department.

Upon completion of the improvements in the affected areas, we can then enter into leases with each of the five (5). Furthermore, staff recommends reducing “rental fees” by the prorated amount of any lost days.

If at any time any of the decks need to be removed the City will give each affected street dining business owner a minimum of 72 hours to have their decks removed. They City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue. Staff has incorporated the draft language on the lease agreements in a form to be approved by the Legal Department. See Exhibit B & C.

Recommendation:
Staff recommends that the City Council consider extending the Street Dining within the Main Street Right of Way program for another term. The extension includes the renewal of leases of City property/Right-of-Way (ROW) for several restaurants located on Main Street, so that they can have on-street dining on City property/ROW from May 1st – October 30th.

Exhibits:
Exhibit A – City Council Staff Report dated 03.28.2013 (Page 50-66)
Exhibit B – Updated Lease Agreements & Attachment 1 - Operational Restrictions
Exhibit C – Proposed 2013 Street Dining on Main Map
Exhibit D – Street Dining Deck

STREET DINING ON MAIN
OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this ____day of _________, 2013, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and ________________________________, located at ___________________, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. PROPERTY. The property affected by this lease is generally described as the street area directly fronting Tenant's building located at ____________________Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining deck per restaurant may not exceed forty (40) feet.

2. RENT. Annual rent is for the use of the street for the deck is five hundred fifty dollars ($550) per parking space of a linear length of twenty feet (20'). This rent may be prorated based upon initial installation and final removal dates; however the rent reduction shall not exceed one (1) month. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. If a deck covers a fraction of a parking space (20') the rent will be calculated by the percentage of the deck on the parking space. Tenant shall be solely responsible for payment of any and all

costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. The term of this Agreement shall commence on May 1, 2013 and shall terminate on October 30, 2013 unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30, 2013 except the Premises may not be used for the period of the Arts Fest (the first Friday, Saturday and Sunday of August) unless Kimball Art Center consents in writing to allow Tenant to use the Premises. Additional term restrictions are attached hereto and incorporated herein by this reference in Attachment 1 (Street Dining Operation Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this lease or the attached operational restrictions.

   The use of the Premises shall not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Art Center). The Kimball Art Center has been leased exclusive use of Main Street during the first Friday, Saturday and Sunday of August. The Premises must be vacated (i.e. removal of decks) no later than 10 a.m. MT of the first Thursday of August for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost.

4. MAIN STREET IMPROVEMENTS. If at any time the street dining deck needs to be removed due to construction related to Main Street improvements the City will give each affected street dining business owner a minimum of 72 hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.

5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. From installation until removed, the street dining decks shall be utilized for street dining that will serve lunch and dinner seven (7) days a week. Additional operational restrictions which must be complied with as part of the conditions of this lease are attached hereto and incorporated herein in Attachment 1. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."

6. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.

7. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

8. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars ($2,000,000) per combined single limit per occurrence and Three Million Dollars ($3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional

insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

9. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

   Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

10. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

11. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

____
By:
____
Its:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this__________ day of _________________, 20___, personally appeared before me ________________, who being duly sworn, did say that he is the Owner of ______________________________, and acknowledged to me that the preceding Agreement was signed on behalf of ___________________________________, and he acknowledged that the company did execute the same for its stated purpose.

____
Notary Public

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
City Attorney's Office

Attachment 1
Street Dining Operation Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted from May 1st, and shall terminate on October 30th of each year. A total of twelve (12) street dining decks will be accommodated on Main Street based on the layout of the proposed decks. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).

- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"), unless approved by City Council. With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is being constructed. Each outdoor dining deck shall not exceed forty (40') feet in length.

2. Location/Proximity/Spacing. The City reserves the right to reject an application for an outdoor dining deck:

    - If the proposed deck is too close to a previously existing deck and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
    - If the proposed deck is for a restaurant that does not have direct access at street level.
    - If the proposed deck is for a business with existing outdoor dining space and the expansion of such is deemed excessive.
    - If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
    - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.

3. Hours of Operation. The street dining decks shall be utilized for street dining and shall serve lunch and dinner seven (7) days a week for the duration that the decks are in the Right of Way.

4. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.

5. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.

6. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.

7. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.

8. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.

9. Lighting. No additional electric lighting is permitted, including exterior building lighting.

10. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.

11. Use. The terms and scheduling of the use of the outdoor dining decks must not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). Existing MFL recipients must be consulted with if the outdoor dining decks are to remain during their event. If no agreement is reached, the outdoor dining structure must be removed in full for the duration (including set-up and breakdown) of the MFL event. If the outdoor dining structure is not removed as required, PCMC will remove the structure at cost to compensate for the employees and equipment needed to complete the task.

12. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.

13. Duration. Street dining is permitted from May 1st, and shall terminate on October 30th, each year.

14. Health & Safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.

15. Music. The use of outdoor speakers and music is prohibited.

16. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.

17. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.

18. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.

19. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.

20. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.

21. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least $2 million per combined single limit per occurrence and $3 million per aggregate for personal injury, bodily injury and property damage. Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.

22. Main Street Improvements. Due to the possible conflicts with scheduled Main Street improvements the City may postpone approving leases until the construction schedule is finalized to be able to determine appropriate dates.

    If at any time the street dining deck needs to be removed the City will give each affected street dining business owner a minimum of 72 hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.

2012 Street Dining on Main Participating Decks

City Council
Staff Report

Subject:	**Park Silly Sunday Market**
Author:	**Jason Glidden & Tommy Youngblood**
Department	**Sustainability**
Date:	**April 11, 2013**
Type of Item:	**Supplemental Plan Review**

<u>Summary Recommendations:</u>
Affirm Staff findings that the Park Silly Sunday Market is operating consistent with their City Services Agreement and approve the supplemental plan for Summer 2013.

<u>Background:</u>
On December 13, 2012 Park City Municipal Corporation and Park Silly Sunday Market (PSSM) entered into a one year services agreement. As part of the approved contract, a Supplemental Plan must be presented and approved by City Council.

<u>Analysis:</u>
All substantial operational, financial, and collaborative requirements within the City Services Agreement between the Park City Municipal Corporation and Park Silly Sunday Market (PSSM) are being met and are being executed with no foreseen negative concerns.

<u>Working Group:</u>
As part of the contract negotiations the City, HPCA and PSSM agreed to have representatives meet regularly to ensure open and effective communication and collaboration. Staff finds that PSSM is meeting all of the requirements concerning collaboration on the 'Working Group' created within the service agreements framework to resolve vendor mix, the farmer's market footprint and other related concerns. This group has not returned a negative report to Staff. The group continues to meet on a monthly basis. These meetings have kept an open line of communication between the PSSM and HPCA.

<u>Additional Contractual & Operational information:</u>
Staff has outlined the changes that are being made as part of this year's PSSM operational plan

<u>Noise Mitigation Plan:</u>
City staff and or PSSM will resume weekly sound meter testing along Park Ave at 9th St. and 7th St. to mitigate possible impacts to the residential area. Testing times and locations will vary throughout the summer to ensure that all areas of the surrounding neighborhood are tested. Test results will be tracked and kept on file by City staff.

<u>Expanded Farmers Market</u>**:**
The Farmer's Market will be located at 5th Street between Swede Alley and Main Street and in a section on the Swede Alley surface parking lot directly behind the post office. The head-in spaces

adjacent to the street, facing east, will be reserved and monitored for 30 minute parking for additional post office access. The Historic Wall portion of the lot will be used as construction storage for various municipal projects for most of the summer season. Basic operation of the Farmers Market area will be enhanced by PSSM staff manning a crossing area on Swede Alley for pedestrian safety.

Residential Parking concerns:
Staff is working with Market organizers to produce a parking plan for Park Avenue. The effort will consider reduction of parking on Park Ave to reduce impacts on the local residential neighborhood.

Tour of Utah:
PSSM will participate in the programing of upper Main Street during the Tour of Utah event on August 11th, 2013. The programing will include music, beer garden, food vendors, kids' activities, and a number of vendors reduced from the typical Market dates. The programing will provide entertainment throughout the day, drive people to the top of Main Street, and generate business for Main Street merchants. Successful programming and participation of this event will be considered solely for "Expanded Market" south of Heber Ave funding per the City Services Contract (Section D.9.3):

3. Expanded Market Activities
    a. PSSM agrees to identify and implement limited mutually agreed upon activities and programming of Main Street south of Heber Avenue. The activity should be geared at bursts or pockets of activity that do not necessitate the closure of Main Street in 2010. In the event that no agreement is reached with the City, PSSM will not be eligible for $10,000 of the Financial contribution identified in Section E10(a)i.

Staff recognizes the language from the contract focuses on "bursts of pockets of activity". However, through discussions with Tour of Utah organizers and HPCA, staff identifies much broader co-marketing opportunities at a local, state and international level and believes there will be much bigger "bang for the buck" by focusing on the Tour of Utah date rather than small opportunities weekly. Staff and PSSM are currently finalizing a detailed list of parameters for this programming so there is clarity in expectations.

Expanded Transit:
PSSM & PCMC are studying the use off –site parking at the Park City High School Lots. Staff finds that expansion of the current transit service is not warranted for the first month of the market. Staff and PSSM will attempt to use messaging to get attendees to use the High School parking area when it is deemed necessary. There is no current budget for any increased transit for this use. Any requests for budget increases will be returned to Council for review.

Financial Consideration:

Affirmation of this report and approval of the Supplemental plan will allow PSSM to access the following contracted municipal funds.

1. Annual cash payment for the following services ($65,000 Total):
    a. $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4

   b. $10,000 will be for expanded Activities as defined in Section D.9.3
   c. $25,000 will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

2. Fee waivers and Value in Kind, based on a combination of the following:
   a. Fee waivers – 2013 fees estimated at $20,385
   b. $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

Department Review:
The Special Events Department & all related departments have reviewed this plan. Their comments were included when developing this report. All operational departments attend monthly Special Events Meetings where items are discussed.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings		+ Residents live and work locally + Shared use of Main Street by locals and visitors	
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Positive ⇧	Neutral ⇔
Comments:				

Consequences of not taking recommended action:
Master Festival License and city services agreement for the Park Silly Sunday Market would not be allowed to be continued and would result in use of the original contracted plans.

<u>Alternatives:</u>

Approve the Request:
Approve confirmation that Park Silly Sunday Market is operating consistent with their City Services Agreement and Master Festival License and approve supplemental plan.
This is Staff's recommendation.

Deny the Request:
Deny that Park Silly Sunday Market is operating consistent with their City Services and Master Festival License

Modify the Request:
Modify the parameters Master Festival License and City Service Agreement with the Park Silly Sunday Market

Continue the Item:
The City Council may continue the hearing for more information and discussion.

Recommendations:
Approve confirmation that Park Silly Sunday Market is operating consistent with their City Services Agreement and Master Festival License.

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Exhibits:

Exhibit A - Farmers Market Site Map
Exhibit B - Overall Operational Site Map

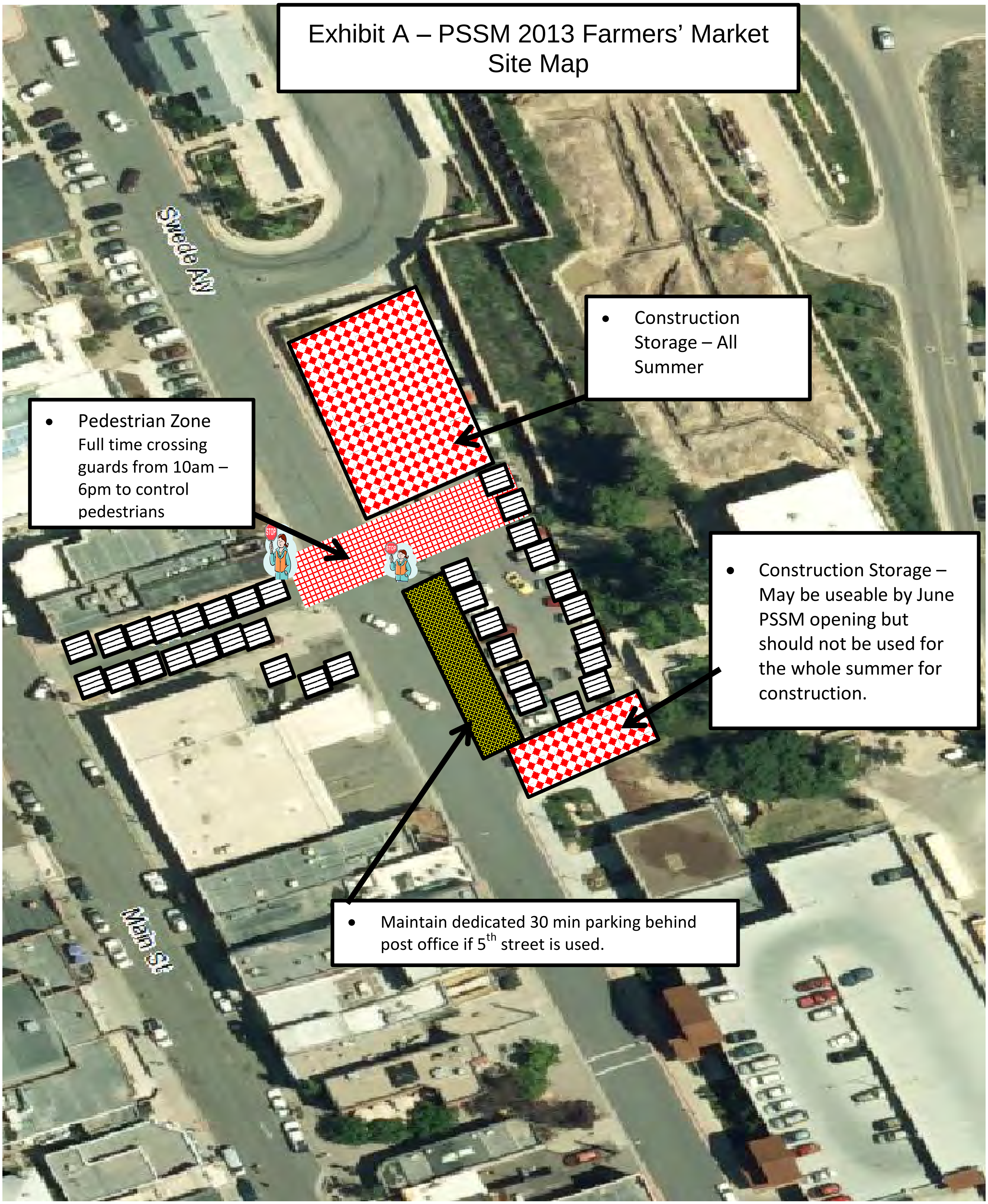
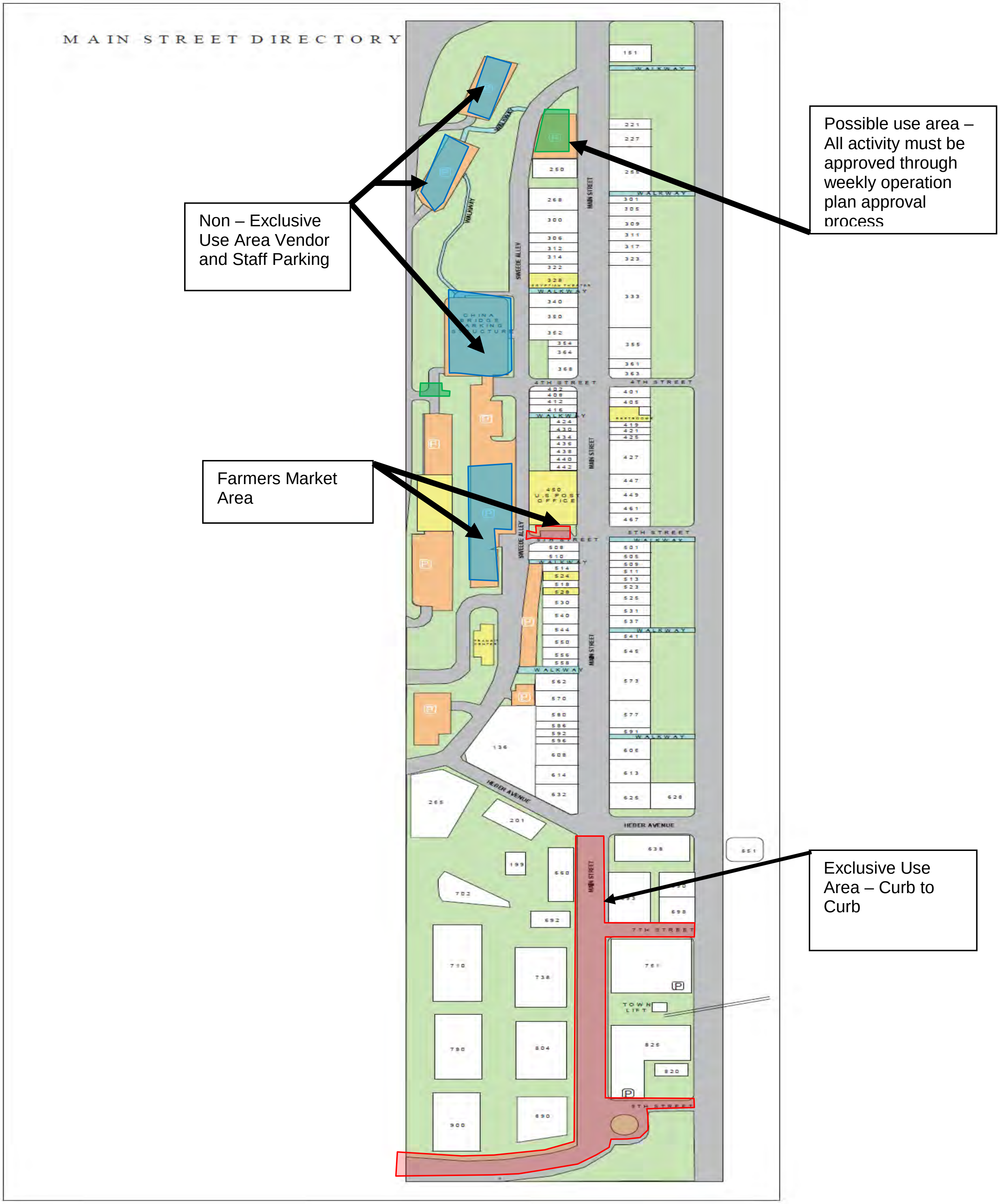


Exhibit A – PSSM 2013 Farmers' Market Site Map
Swede Aly
Construction Storage – All Summer
Pedestrian Zone Full time crossing guards from 10am – 6pm to control pedestrians
STOP
Construction Storage – May be useable by June PSSM opening but should not be used for the whole summer for construction.
Maintain dedicated 30 min parking behind post office if 5th street is used.
Main St

Exhibit B – PSSM 2013 Use Areas



City Council
Staff Report

Sustainability

Subject: **Park City Film Series – Letter of Intent**
Author: **Jason Glidden**
Department: **Sustainability**
Date: **April 11, 2013**
Type of Item: **Administrative**

Summary Recommendations:
Staff recommends that City Council approve a Letter of Intent with the Park City Film Series (PCFS) to extend their lease at the Park City Library upon completion of the upcoming renovation.

Topic: Letter of Intent between Park City Municipal Corporation and the PCFS.

Background:
Park City Film Series Lease History
The Summit County Arts Council operated a successful film series from 1995 – 1999, and was seen as a benefit to the community. At that time, everyone agreed the Park City Film Series (PCFS) should financially and organizationally stand on its own. The lease was ultimately assigned to the PCFS for a three year term in September of 2001. In 2004, the agreement was extended for a five year agreement and extended again in 2008. The current lease expires June 30th, 2013.

Prior Direction from Council
On November 29th, 2012, Council directed staff to move forward on the Lower Park Ave RDA which included the renovation of the Park City Library. The specific renovation scope includes the third floor of the building for community space, a temporary senior center, and the Park City Film Series.

With their lease ending in June 2013, the Park City Film Series requested a letter of intent with the City in order to enable them to communicate with some degree of comfort with potential long term partnerships and funding sources, contingent upon formal lease extension with the City.

Analysis:
The purpose of the letter of intent is to clarify the understanding of Park City Film Series and the City regarding our mutual interest in continuing a productive partnership now and after renovations are completed. The letter of intent addresses the following areas:

Current Lease
The City will waive all back rental fees and additional screening fees prior to 3/1/13. Beginning with the March 2013 rental payment, rent for the space will be increased to reflect the terms of the current contract for the remainder of the 2012-2013 season.

Additional screening fees will be charged per the current lease agreement during the remainder of the 2012-2013 season.

New Lease
Upon completion of the third floor and as soon as City can provide safe access and other occupancy requirements (elevators, parking, etc), the City intends to renew the lease with PCFS. Both parties agree to work cooperatively and develop a new long term (5 year) lease to rent space inside the Park City Library and Educational Center (Santy Auditorium and office space). The lease is expected to remain consistent with the purpose to provide an independent film series.

Equipment
The City shall remain owner of the existing and any new film equipment and no new equipment may be installed without the advanced, written consent of the City. The parties agree to work with the Sundance Institute on a purchase, operations, maintenance, and replacement agreement for of new Digital Cinema Projection equipment for the Santy Auditorium. All parties will also look at possible upgrades to the projection booth and auditorium as it relates to enhancing the performance ability of the Santy.

Scheduling of Santy Auditorium
The City will retain control of the auditorium for other film and non-film rentals. All partners with the PCFS will book screenings through the City

Renovation Discussion
The Park City Film Series will participate in focus groups and provide input on renovation of the Carl Winters Building and in particular the upgrades to the third floor and auditorium.

Department Review:
Economic Development, City Manager, Legal and Special Events departments have reviewed this report.

Alternatives:
A. Approve: Direct staff to sign the Letter of Intent as proposed with the Park City Film Series
B. Deny: Direct staff not to sign the Letter of Intent as proposed with the Park City Film Series
C. Modify: Direct the staff to modify the Letter of Intent with the Park City Film Series before signing
D. Continue the Item: Council could continue the item and have staff return at a later date
E. Do Nothing: Council could take no action on this item

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Varied and extensive event offerings + (Select Desired Outcome)		+ Community gathering spaces and places	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Neutral	Very Positive	Positive
Comments:				

Funding Source:
Any upgrades to the facility would be approved by City Council and funded by the Lower Park Ave RDA.

Consequences of not taking the recommended action:
City Council could not approve the Letter of Intent with the Park City Film Series. This would not provide both staff and the PCFS with future direction in regards to moving forward on a new lease and prevent the PCFS from exploring partner agreements and funding.

Recommendation:
Staff recommends that City Council approve a Letter of Intent with the Park City Film Series to extend their lease at the Park City Library upon completion of the renovation.