



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
March 26, 2015**

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, March 26, 2015.

Study Session

4:30pm Transportation Planning Update PG 3

Work Session

5:15pm Council Questions and Comments and Manager's Report
5:25pm Special Events Update PG 8
5:55pm Break

Regular Meeting

6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

**IV. CONSIDERATION OF MINUTES FROM FEBRUARY 4, 5, & 6 CITY COUNCIL
RETREAT MEETING PG 30**

V. CONSENT (*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 to approval of the lease with the Egyptian Theatre, as approved by the City Attorney, to use Miner's Hospital for YouTheatre program during the 2015 Summer. PG 35
2. Consideration of authorization of a three year lease with the Park City Coffee Roaster to operate a coffee shop at the Park City Library. PG 51

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: 03/23/2015 See: www.parkcity.org



City Council Staff Report

Subject: Transportation Planning Update
Author: Kent Cashel, Transportation Planning Director
Department: Transportation Planning
Date: March 26, 2015
Type of Item: Informational

Summary Recommendations:

Staff will provide Council with an update on Main Street circulation, winter 2014-15 highway traffic data as well as several Transportation Planning projects currently underway. Staff requests Council questions and comments on Transportation Planning Division progress and direction.

Background:

On July 31, 2014 Transportation Planning Staff provided City Council with an overview of the depth and breadth of the City's Transportation plans. A copy of the related Staff report is located at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=13135>

On August 7, 2014 Transportation Planning Staff provided council with a 2011 traffic data gathered on Main Street. This data provided a foundation for understanding the size and scope of circulation impacts created by taxis, hotel shuttles and buses.

A copy of the related Staff report is located at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=13164>

On October 9, 2014 Transportation Planning Staff presented City Council with informational background and a progress update (report card) on the City's Transportation Master Plan. At this meeting Council reaffirmed its support for the goals set forth in the Transportation Master Plan and also requested that staff return to Council in January with plans to accelerate achievement of Transportation Master Plan goals. A copy of the related Staff report is located at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=13416>

On January 8, 2015 Transportation Planning Staff returned to Council with a Study Session on accelerating many of the goals set forth in the City's Transportation Master Plan. Council directed Staff to pursue the accelerated schedule. A copy of the related Staff report is located at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=14272>

On February 5 & 6, 2015 Transportation Planning Staff reviewed its 5 year plan with Council. Council reaffirmed its direction to pursue an accelerated transportation goal achievement schedule. This plan was developed utilizing feedback and direction provided by Council and the Mayor in the series of Council meetings presented above. A summary table containing this 5 year plan is contained at the end of this report.

Analysis:

Staff will present Council, at its March 26, 2015 meeting, with a progress update on key planning elements contained in the five year plan as well as traffic and circulation observations gathered during Winter 2014-15.

Main Street Circulation

The City engaged L2 Data Collection in 2011 to provide traffic counts and types of vehicles on Main Street. They set up cameras and recorded the activity from 11am to 11pm on two days and at two locations each day. The first day was on Friday, December 30, 2011 which is a peak time in Park City. The second day was on Wednesday, February 8, 2012, to capture a typical winter day.

The data collected indicated type of vehicle (personal car, taxi, hotel shuttle, bus), the number of each, and when each was at the location (within 15 minute intervals).

On August 7, 2014, Council directed staff to continue to monitor Main Street circulation during winter 2014-15 and return to Council with an update in the spring of 2015. Staff contracted with L2 Data Collection data to capture the same data as gathered in 2011. L2 carried out the counts on Friday, January 16, 2015 (Sundance started the following week). Staff will present our findings to Council and compare and contrast the two data sets.

State Highway Counts (SR-224 & SR-248)

Staff will present the most recent Utah Department of Transportation data available on State Routes 224 and 248 including aggregate year by year data. This should provide Council with a solid understanding of traffic growth patterns.

Bonanza Park- Lower Park Avenue-Park City Mountain Resort Parking Siting & Transportation Analysis

Staff has developed a scope of work, issued a Request for Proposal, received proposals and a staff selection committee is in the process of evaluating proposals. Staff will provide Council with a progress update on the Request for Proposal for transportation planning firms to assist with this critical planning project.

Short Range Transit Development Plan (SRTDP) Update

This plan will provide a 5 year transit operations plan bound within a balanced budget. The study leading up to the final plan will analyze Service, Capital and Institutional alternatives that the City & County are interested in exploring.

Staff will provide Council with an update on the status of this planning effort.

SR-248 Corridor Plan Update

The City's SR-248 Corridor Plan was developed over the course of 16 months in 2008 and 2009. Staff felt it was critical to update the assumptions underlying the plan with the latest land use data available to ensure the plan still reflected today's realities.

Staff will provide Council with an update on progress of this planning effort.

Intelligent Transportation System (ITS) Plan Update

Intelligent Transportation Systems (ITS) utilize advanced information technologies (traffic counters, bluetooth data loggers, traffic video cameras and variable message boards) to enable various traffic managers and highway user groups to be better informed and make safer, more coordinated, and 'smarter' use of our transportation network.

Staff will provide Council with an update on progress on this mission critical project.

School District Master Planning

Transportation Planning Staff are now actively engaged with the Park City School District master planning process.

Staff will provide Council with an update on current status of this cooperative planning effort.

Weather Responsive Transportation Management Plan

The City's Weather Responsive Transportation Management Plan (WRTMP) seeks to provide advance warning to City departments that share responsibility for traffic management (Transportation Planning, Police, Streets, Special Events). This advance information will enable these departments to react in a more proactive manner to weather related traffic events.

When appropriate the City will then disseminate weather\traffic information to locals and visitors that allows them to plan for, and respond to, forecasted weather related traffic conditions.

Staff will provide Council with a progress update on the City's Weather Responsive Transportation Management Plan (WRTMP).

Access to UDOT Real Time Data

Real time traffic counts are gathered by the Utah Department Of Transportation at two permanent counting stations located on SR-224 and SR-248. UDOT future plans include retrofitting SR-224 & SR-248 traffic signal controllers to provide for real time traffic signal performance metrics. This real time data is a mission critical tool that will enable the city to better assist in the management of operations on State routes within the City.

Staff will provide Council with an update on progress of gaining access to UDOT real time data.

Transit Financial Plan

Staff committed to return to Council with an updated Transit financial plan. Completion of this update will need to follow adoption of the updated Short Range Transit

Development Plan which will set forth service, capital and institutional alternatives the City and County wish to pursue.

Staff will provide Council with a progress update and timeline for this updated financial plan.

Department Review:

This report has been reviewed by the City Manager's office, the City Attorney's Office, Public Works, Budget and Grants and Transportation Planning. All comments received have been addressed in this report.

Recommendation:

Staff will provide Council with an update on Main Street circulation, winter 2014-15 highway traffic data as well as several Transportation Planning projects currently underway. Staff requests Council questions and comments on Transportation Planning Division progress and direction.

Transportation Planning Areas of Focus	Transit Plans - Transit Development Plan - Environmental Assessments - Revenue Initiative	Transportation Demand Management - Transportation Demand Management Study - Implementation Plan - Transportation Management Association	Managed Parking - Peak Hour Peak Day - Long Range Parking Strategic Plan	Congestion Management - Data & Analysis - Active Traffic Operations - Intelligent Transportation System	Primary Corridor Plans - Interagency Coordination - Update Study & Plans - Revenue Initiative
Actions Taken	Organizational Re-alignment		- Peak Ski Day - Main Street Parking Siting & Cost Analysis		
Actions Underway		TDM RFP underway	- Peak Hour Parking Task Force - Major RFP underway	- Weather Responsive Traffic Plan - Intelligent Transport Systems	- UDOT & MAG Coordination - SR-248 RFP underway
FY2015: Now through June 2015	- Short Range Transit Development Plan RFP - Finance Plan - Strategy	- Transportation Demand Management Plan Begin - LMC Amendments	Begin Bonanza Park-Lower Park-PCMR Plan	- Ongoing Bottleneck Analysis - VMS Agreement	- SR-248 Plan Update - Scope of Work for SR-224 Update.
FY2016: July 1, 2015 – June 30, 2016	- Complete SR Transit Dev. Plan - Develop Long Range Transit Plan - Implement Transit Dev. Plan - Complete Finance Plan - Begin Revenue Initiative - Signal Prioritization & Queue Jumpers	Complete & Implement Transportation Demand Mgmt Plan	- Complete Bonanza Park-Lower Park-PCMR - Complete Long Term Parking Strategic Plan	- Bottleneck Analysis & Mitigation - Implement VMS Trial	- Complete SR-248 Plan Update - SR-224 Plan Update
FY2017: July 1, 2016 – June 30, 2017	- Implement Transit Development Plan(s) - Revenue Initiative	Implement Transportation Demand Mgmt Plan	Implement Parking Strategic Plan	- Bottleneck Mitigation - Expanded Traffic Camera Program	- Implement SR-224 Plan - Implement SR-248 Plan
FY2018-2019: July 1, 2017 – June 30, 19	Implement Transit Dev Plan(s) Development Plan	Implement Transportation Demand Management Plan	Implement Parking Strategic Plan	- Bottleneck Mitigation - Expand VMS	- Implement SR-224 & 248 Plan - UDOT SR-248 Capacity Enhancement (2019)



City Council Staff Report

Subject: Event Update
Author: Jason Glidden
Department: Sustainability
Date: March 26th, 2015
Type of Item: Administrative

Summary Recommendations:

Council should direct staff to publically notice the at large Special Event Advisory Committee (SEAC) positions and review the attached draft resolution per the creation of the Committee. In addition, staff is providing an update to City Council on various Special Event projects.

Topic/Description:

Creation of a public advisory committee as well to inform Council of project updates as they relate to Special Events.

Acronyms in this Report:

PCMC	Park City Municipal Corporation
SEAC	Special Event Advisory Committee
HPCA	Historic Park City Alliance
RAB	Recreation Advisory Board
PSA	Public Service Announcement

Background:

On October 9, 2014, staff facilitated a study session with Council to discuss Special Events in Park City. During that conversation, Council members expressed concerns regarding the impact of events on the Park City community. Discussions centered on finding a “balance” between the positive economic outcomes that events bring to the community, and the negative impacts such as traffic and parking congestion. Additional dialog focused on the growth of community gatherings that have morphed into large-scale events, which has begun to deter local residents from attending.

City Council also discussed possible tools that could be utilized to mitigate event impacts and help to decrease “event fatigue” in the Park City area. These discussions focused on increasing community involvement, and finding a balanced way to evaluate and prioritize the event calendar based on location, timing and size of each event.

Lastly, Council discussed resources that the City utilizes to regulated, organize, promote, and facilitate events in Park City. Council requested that staff return with a clearer picture of the level of support that the City provides for events. Staff indicated plans to return to Council in spring of 2015 with that information. The analysis will include direct financial and fee waiver analysis in addition to amount of City services.

On December 4, 2014 Council provided direction and support to implement next steps staff proposed in order to achieve the following goals:

- Reduce event impacts on residential neighborhoods;
- Create a tool for evaluating and prioritizing events;
- Increase community participation in event planning and debriefing; and
- Effectively and efficiently utilize City resources.

Council affirmed a number of next steps represented in the matrix below along with a brief description and proposed completion date. These projects were designed to help reach the stated goals above while paving the way for the City to have the ability to say no to events that do not help build the community through positive economic benefits and minimal negative impacts.

PROJECT	DESCRIPTION	COMPLETION DATE
Special Event Advisory Committee	Creation of a group of community stakeholders that will provide feedback on events including: event prioritization, event funding, and debrief information. Participants of this group would include: Chamber, HPCA, Lodging Association, Restaurant Association, resort representatives, and two at-large community members. Similar to RAB, appointments would come from Council through an application & interview process	February-2015
Event Prioritization Process	Finalize process for prioritizing events based on a number of weighted criteria.	February -2015 Revised to April 2015
Code Changes on Event Type	Propose changes to Municipal Code that will create new event type that will realign event types based on impacts caused. Each event type would have different requirements such as: insurance, application deadlines, and permit fees.	February-2015 Revised to April 2015

Resident Notification Requirements	Create list of public notification requirements for events causing localized impacts on residential areas or business districts	February-2015
Event Venue Guideline Sheets	One page sheets that would outline City owned venues and provide guidelines specific to that venue. Items included would be: General type of event activity, parking availability, hours of operations, public transit availability, and other general restrictions.	March-2015
Reorganization of 4th of July Event	Rework 4th of July event to reduce impacts on the community and create an event that will continue to draw local residents to the event.	July-2015 Revised to March 2015

Analysis:

Staff is returning to City Council to provide updates on these next steps. Some of the step's dates of completion have changed due to reprioritization.

Special Event Advisory Committee (SEAC) - Role and Mission

SEAC's role is purely advisory to City Council and is not in any way mandated by law or ordinance. Members serve at the discretion of Council and are traditionally appointed for a three year term. SEAC would meet on a quarterly basis throughout the year.

SEAC's mission is to provide recommendations to City Council and staff on:

- **Event Threshold** – Provide input of suggested event threshold levels in regards to event types, venue guidelines, and total number of events.
- **Event Resource Assistance** – Make recommendations on the level of City services to be provided to an event.
- **Event Debrief** – Provide information on event performance once the event is complete

SEAC liaisons and appointments

If Council directs staff to return to Council at a later date for possible adoption of the attached draft resolution, staff would work to create the committee through an at large application process, as well as, outreach to the following groups/entities that have traditionally held seats on other advisory committee:

- Historic Park City Alliance (HPCA)
- Park City Lodging Association
- Park City Restaurant Association

- Park City Chamber of Commerce & Visitors Bureau
- Representatives from Vail Resort & Deer Valley
- Four community at large members

If Council wishes to include representatives of each of these groups, it is recommended that each group select one member to represent the identified group/entity and also identify an alternate.

Code of Ethics and Disclosure Affidavit

Selected members of the committee will be required to review and familiarize themselves with the City's a code of ethics, in addition to signing a disclosure affidavit.

Event Prioritization Process – Update coming in April

Staff will be returning to Council in April with a draft process along with a prioritization sheet. Staff has developed a sheet but is requiring additional time to test the sheet to ensure that the goals of the prioritizations are met.

Code Changes on Event Type – Update coming in April

Staff will be returning to Council in May with an update on this project. The scope of the project has been increased to look into changes to fee waivers, as well as additional code changes that will provide additional means for an event to be denied a permit beyond public health, safety, and wellness issues.

Resident Notification Requirements

In an effort to mitigate any negative impacts that an event may have on residential areas, staff is proposing the following requirements of event organizers as a condition of approval.

Any event that takes place in or around a residential area must take the following steps to ensure that the residents of the affected area(s) are properly notified of any possible impacts that may occur due to the event.

Flyers – *Informational flyers need to be distributed to every home in the affected area. These flyers need to provide the following information:*

- o *Event Date & Times*
- o *Area that event will take place*
- o *How it will possibility affect residents*
- o *How the impacts are being mitigated*
- o *E-mail notification to Home Owners Association (if applicable).*

Radio – *Event organizers need to utilize local radio stations (KPCW) as a means of getting information out to residents. This would include:*

- o *Public Service Announcements (PSA)*
- o *Morning Show Appearance*
- o *Afternoon Show Appearance*

Event Venue Guideline Sheets

Event Venue Guideline Sheets have been created for all City owned properties where events can be permitted. The purpose of the sheets are to provide one page sheets that would outline City owned venues and provide guidelines specific to that venue.

Items included would be: General type of event activity, parking availability, hours of operations, public transit availability, and other general restrictions. These sheets will help to decrease possible impacts from events as well as be a resource for event organizers through the planning process. The guidelines that are outlined in the sheets could be amended on per event basis if the event organizer has taken the appropriate steps to mitigate impacts and has approval of the Special Event Staff. All venue guideline sheets are provided in the exhibits of this report.

Reorganization of 4th of July Event

Staff has held several meetings with the Park City Chamber of Commerce to discuss possible changes to the 4th of July event. In these meetings, a set of goals were set that will work to reduce impacts on the community and create an event that will continue to draw local residents to the event. In addition, a decision to recruit an event planner was made in an effort to relieve the Chamber's Ambassadors of their duties as being the organizers of the event as the event has grown tremendously in size over the years and the pending dissolving of the Ambassadors group. The funding of this position will be provided by the Chamber of Commerce.

The event organizer will be responsible for the following duties:

- Coordinates the technical needs of events including administering contacts, purchasing materials, obtaining permits, arranging security, parking, and transit plans.
- Assists in the soliciting of vendors and event sponsors.
- Assures costs are accurate and in accordance with amounts appropriated by organizing group.
- Works with participating organizations, the general public and citizen groups to recruit and organize volunteers for the event.
- Ensures the public has information for the event including available parking, transit options, event schedules, and emergency procedures.
- Works cooperatively and jointly with all organization participating in the event to provide one quality seamless event plan.
- Participates in event planning meetings with participating organizations and government agencies.
- Identifies and contacts potentially affected organizations within event area to ensure awareness if events will disrupt provider services.
- Identifies alternatives and solutions as needed to mitigate negative impacts of event.
- Manages and processes invoices, purchase orders and payments for 4th of July event as approved by Park City Ambassadors
- Gather and organizes event information to be use in event debrief with Park City Municipal Corporation.
- Assist with the execution of the event operational plan on the day of the event.

The event organizer will organize event planning meetings with the 4th of July committee which will be made up of various committee groups that have participated in the past such as the Sunrise Rotary, St. Mary's Church, Boy Scouts of America, and Park City

Rugby. Additional new members that may participate could include the HPCA, and a few at large residents of the community.

The overall goals of the event organizer and the committee are:

- o Get locals back to the event by increasing local feel
- o Family Friendly Event

Potential Areas of Improvement to accomplish these goals have been identified as:

- o Parade
 - Spacing of floats – Keep them together
 - Length of parade route – Extend route to spread spectator out
 - Quality/Quantity of floats – possible reduction in floats, look at creating standards for floats that will increase quality and “funk”, and reduce commercial feel
 - Crowd management – increase safety
- o Family Activities
 - Increase activities on Main Street – work with HPCA
 - Implement new activities – water fight, carnival games, small rides
 - Continue to brainstorm ideas for new activities

Department Review:

Economic Development, Building, Public Safety, Planning, City Manager, Legal, and Special Events departments have reviewed this report.

Alternatives:

A. Approve:

Council should approve the attached draft resolution creating SEAC and Affirm staff's current direction on Special Event Projects.

B. Deny:

Council could choose not to move forward with staff's recommendations

C. Modify:

Council could choose to modify staff's recommendation

D. Continue the Item:

Council could choose to continue the item and request that staff bring additional information back to Council.

E. Do Nothing:

Council could take no action. This would provide not direction to staff.

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 + Unique and diverse businesses + Multi-seasonal destination for recreational opportunities	- Reduced municipal, business and community carbon footprints	+ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Positive 
Comments:				

Funding Source:

Special Events and Economic Development.

Consequences of not taking the recommended action:

Staff will lack direction on next steps to take to improve special events and reach Council-stated goals.

Recommendation:

Council should direct staff to publically notice the at large Special Event Advisory Committee (SEAC) positions and review the attached draft resolution per the creation of the Committee. In addition, staff is providing an update to City Council on various Special Event projects.

EXHIBITS

Exhibit A – Draft Resolution

Exhibit B – Event Venue Guidelines

Exhibit A- DRAFT Resolution

RESOLUTION TO APPOINT A SPECIAL EVENT ADVISORY COMMITTEE TO ADVISE THE COUNCIL ON HOSTING EVENTS THAT WILL CREATE A DIVERSE AND WELL BALANCED OFFERING TO THE LOCAL COMMUNITY

WHEREAS, Park City plays hosts to various special events;

WHEREAS, Council has a goal to maintain a balanced cultural event offering;

WHEREAS, Council has a goal to create a world class multi-seasonal resort economy;

WHEREAS, Clear communication and coordination between local non-profits, committees and organizations and the City Council is vital to the overall success and fabric of the Park City community.

NOW THEREFORE, be it resolved by the Park City Council as follows:

1. The City Council will appoint an advisory committee, to be referred to as the Special Event Advisory Committee (SEAC), to advise and make recommendations to City Council on special events being permitted within Park City.

This Resolution shall become effective upon adoption, dated this ____th day of March, 2015.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

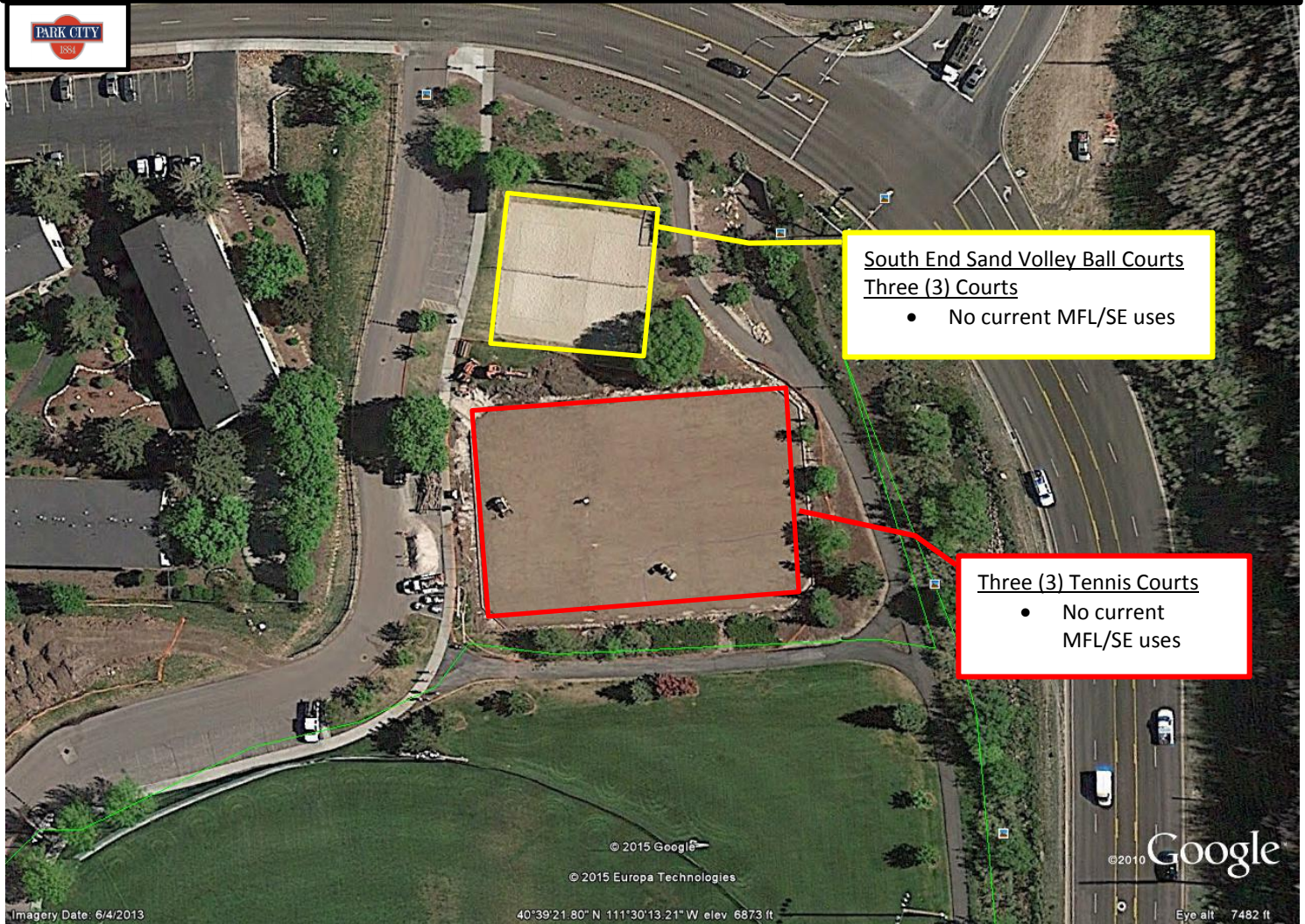
Attest:

Marci Heil, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit B - Draft Event Venue Guideline Sheet



Total spaces: 150 in Entire City Park (Shared Use)
Approved Master Festival or Special Events must have off-site parking with a shuttle and/or transportation plan.



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Recreation Department is responsible for the booking of all field & Park Pavilion use. Special Events and Facilities is responsible for renting meeting space at the Miner's Hospital



Restrooms Located at Recreation Building and South End near Skate Park. Master Festival or Special Events may require portable units.



There is no access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 10am – 8pm seven days a week.



Access to the City Transit System is on Kearns Blvd. and Lucky John Drive



The maximum capacity of this facility is 300 people at one time with proper parking & transit mitigation.



Total spaces: 150 in Entire City Park (Shared Use)

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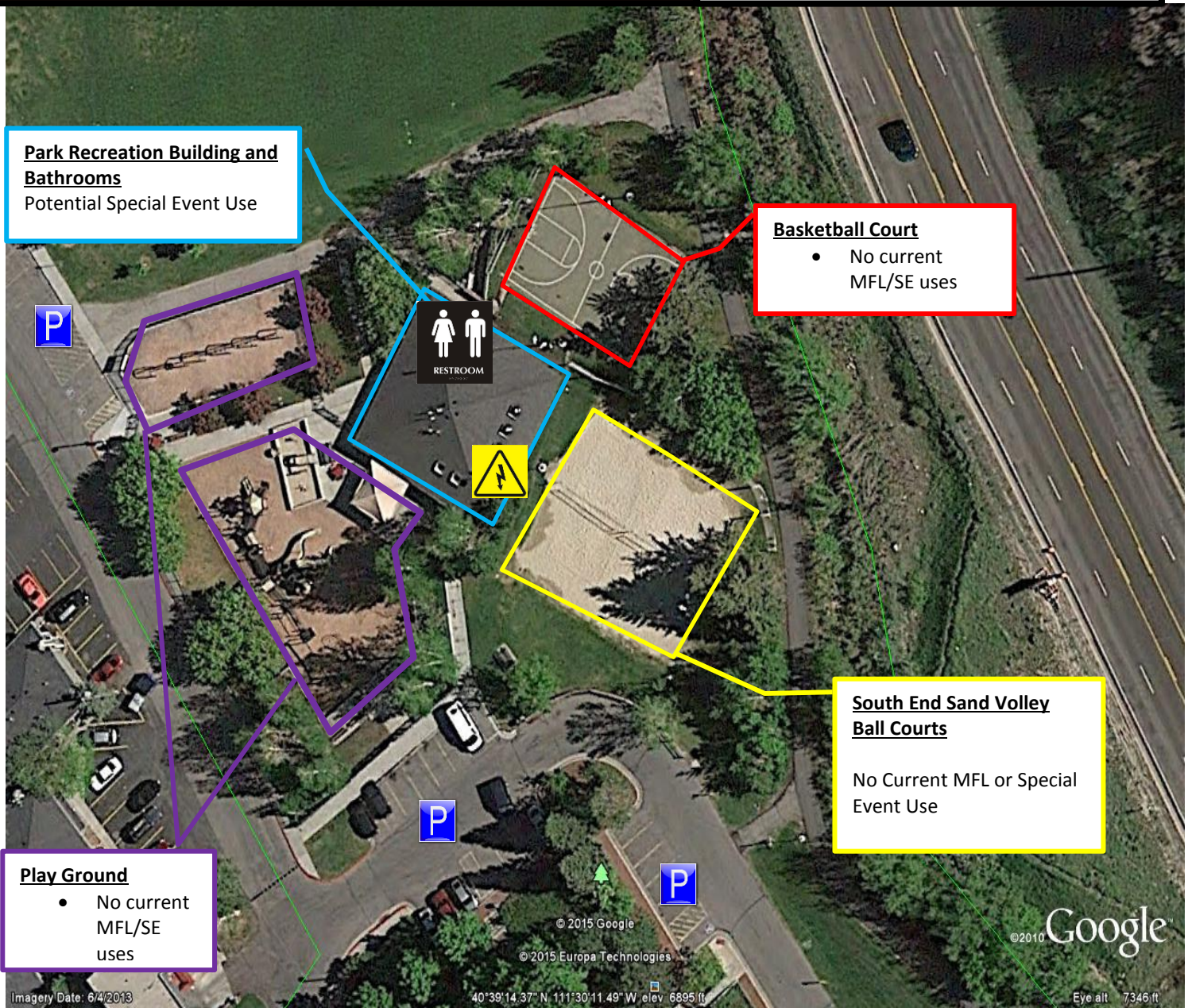
Access to the City Transit System is on Park Avenue



The maximum capacity of this facility is 2000 people at one time with proper parking & transit mitigation.

MFL SPECIAL EVENT USE - Park City - City Park

1354 Park Avenue, Park City, UT 84060



Total spaces: 150 in Entire City Park (Shared Use)
Approved Master Festival or Special Events must have off-site parking with a shuttle and/or transportation plan.



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Recreation Department is responsible for the booking of all field & Park Pavilion use. Special Events and Facilities is responsible for renting meeting space at the Miner's Hospital



Restrooms: Two (2) women's stalls, Two (2) men's stalls & Two (2) urinals
Master Festival or Special Events may require portable units.



There is limited access to power at this location. Generators may be approved through the Special Event & Building Department



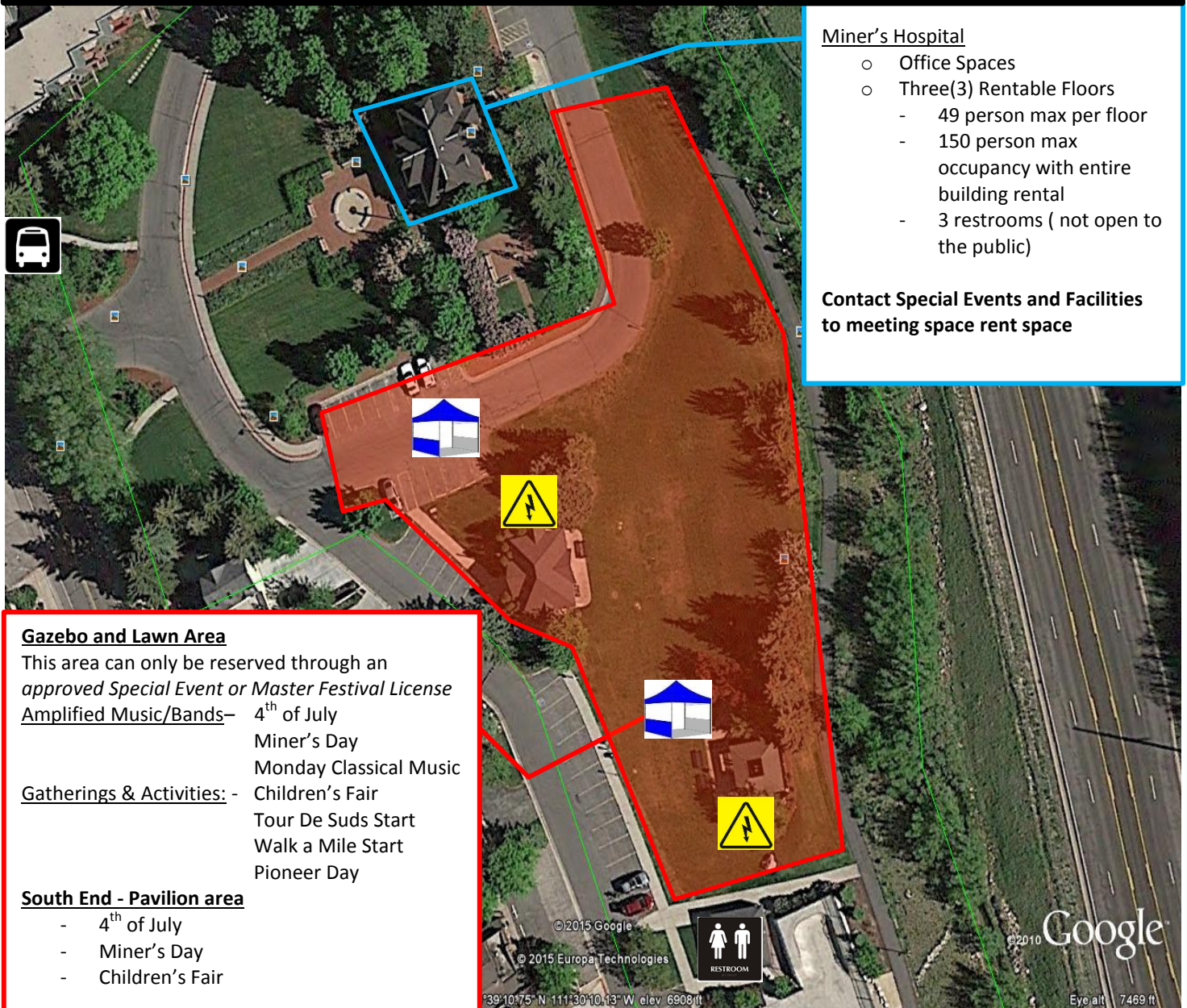
Allowed hours of operation are from 10am to dusk seven days a week.



Access to the City Transit System is on Park Avenue



The maximum capacity of this facility is 500 people at one time with proper parking & transit mitigation.



Miner's Hospital

- Office Spaces
- Three(3) Rentable Floors
 - 49 person max per floor
 - 150 person max occupancy with entire building rental
 - 3 restrooms (not open to the public)

**Contact Special Events and Facilities
to meeting space rent space**

Gazebo and Lawn Area

This area can only be reserved through an
approved Special Event or Master Festival License

Amplified Music/Bands— 4th of July
Miner's Day
Monday Classical Music
Gatherings & Activities: - Children's Fair
Tour De Suds Start
Walk a Mile Start
Pioneer Day

South End - Pavilion area

- 4th of July
- Miner's Day
- Children's Fair

**Total spaces: 150 in Entire City Park (Shared
Use)**

Approved Master Festival or Special Events
must have off-site parking with a shuttle
and/or transportation plan.

Any use of tents, stakes, bouncy houses,
booths, electrical/generators, propane use
or other such activity may be approved in
conjunction with an approved Special Event
or Master Festival.

Recreation Department is responsible for
the booking of all field & Park Pavilion use.
Special Events and Facilities is responsible
for renting meeting space at the Miner's
Hospital



Restrooms: Two (2) women's stalls, Two (2) men's
stalls & Two (2) urinals
Master Festival or Special Events may require
portable units.



There is limited access to power at this location.
Generators may be approved through the Special
Event & Building Department



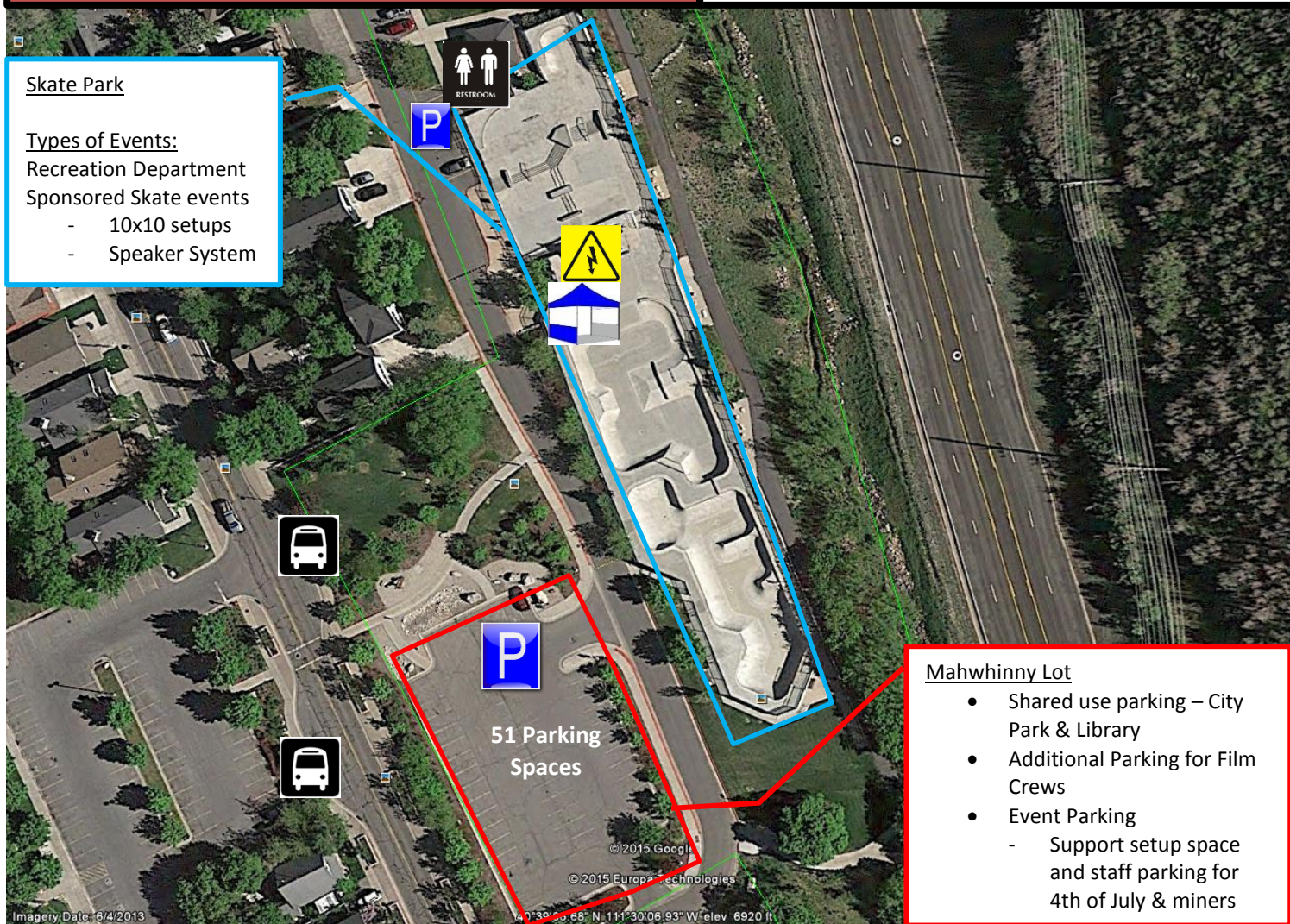
Allowed hours of operation are from 10am to dusk
seven days a week.



Access to the City Transit System is on Park Avenue



The maximum capacity of this facility is 400 people
at one time with proper parking & transit
mitigation.



Skate Park

Types of Events:

- Recreation Department
Sponsored Skate events
- 10x10 setups
 - Speaker System

Mahwhinny Lot

- Shared use parking – City Park & Library
- Additional Parking for Film Crews
- Event Parking
 - Support setup space and staff parking for 4th of July & miners

Total spaces: 150 in Entire City Park (Shared Use)

Approved Master Festival or Special Events must have off-site parking with a shuttle and/or transportation plan.

Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.

Recreation Department is responsible for the booking of all field & Park Pavilion use. Special Events and Facilities is responsible for renting meeting space at the Miner's Hospital



Restrooms: Two (2) women's stalls, Two (2) men's stalls & Two (2) urinals
Master Festival or Special Events may require portable units.



There is limited access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 10am to dusk seven days a week.

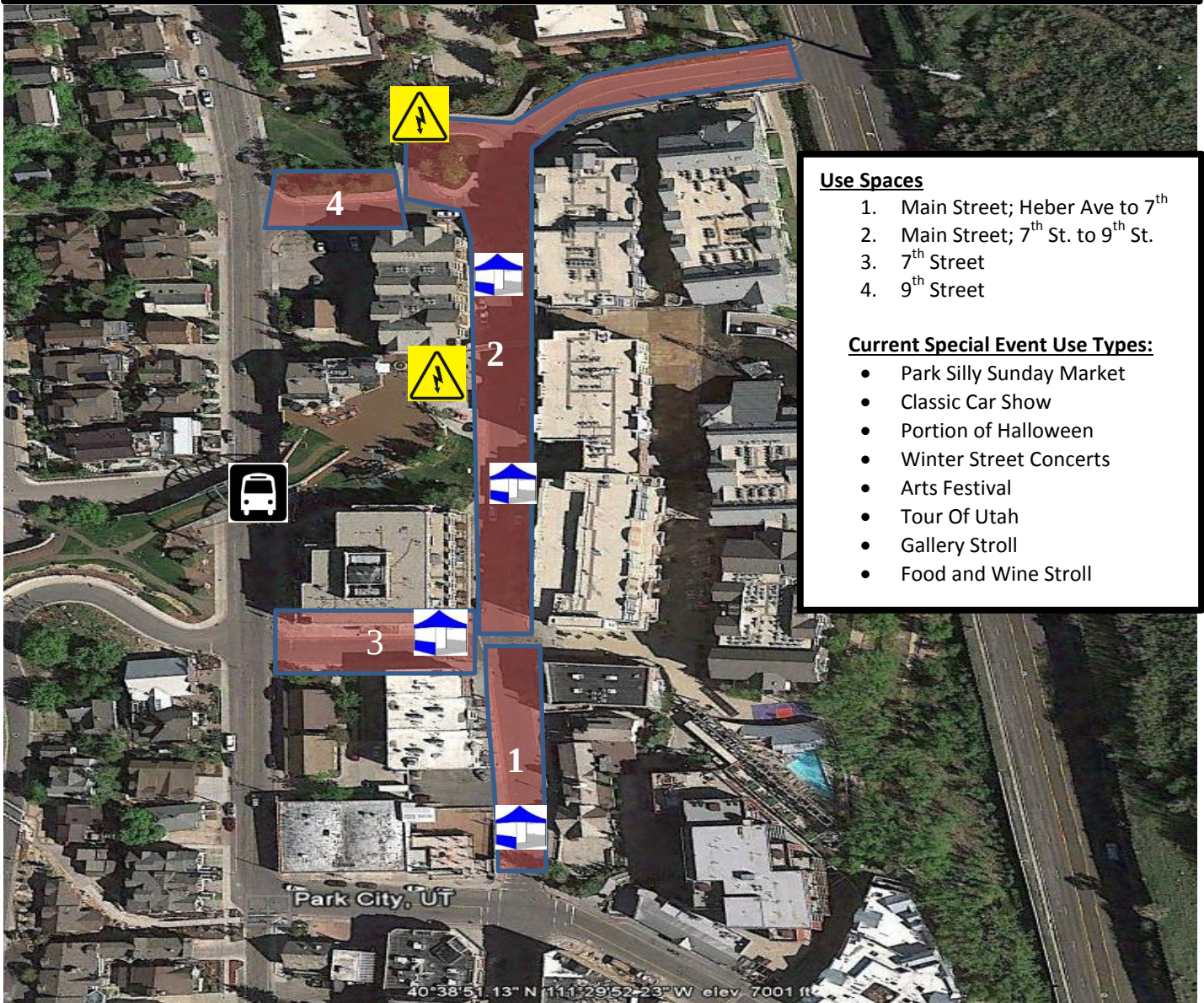


Access to the City Transit System is on Park Avenue



The maximum capacity of this facility is 300 people at one time with proper parking & transit mitigation.

MFL SPECIAL EVENT USE – Main Street Heber to 9th St.



Use Spaces

1. Main Street; Heber Ave to 7th
2. Main Street; 7th St. to 9th St.
3. 7th Street
4. 9th Street

Current Special Event Use Types:

- Park Silly Sunday Market
- Classic Car Show
- Portion of Halloween
- Winter Street Concerts
- Arts Festival
- Tour Of Utah
- Gallery Stroll
- Food and Wine Stroll



If this portion of Main Street is used for an event all parking must be accommodated along upper Main Street, China Bridge Garage, Flagpole Lot and Swede Alley Surface Parking or off-site locations

Main Street Parking on-street parking

- Heber to 7th Street – 10 Spaces East Side
- 7th – 9th Street – 21 spaces East Side / 15 West side / Total – 36



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Special Events Department is responsible for fees related to Approved Master Festival licenses



There are no public restrooms on this portion of Main Street. Master Festival License applicants may be required to supply portable units and/or Merchant Facility Use Agreements.



There is access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 6am to 10pm seven days a week.

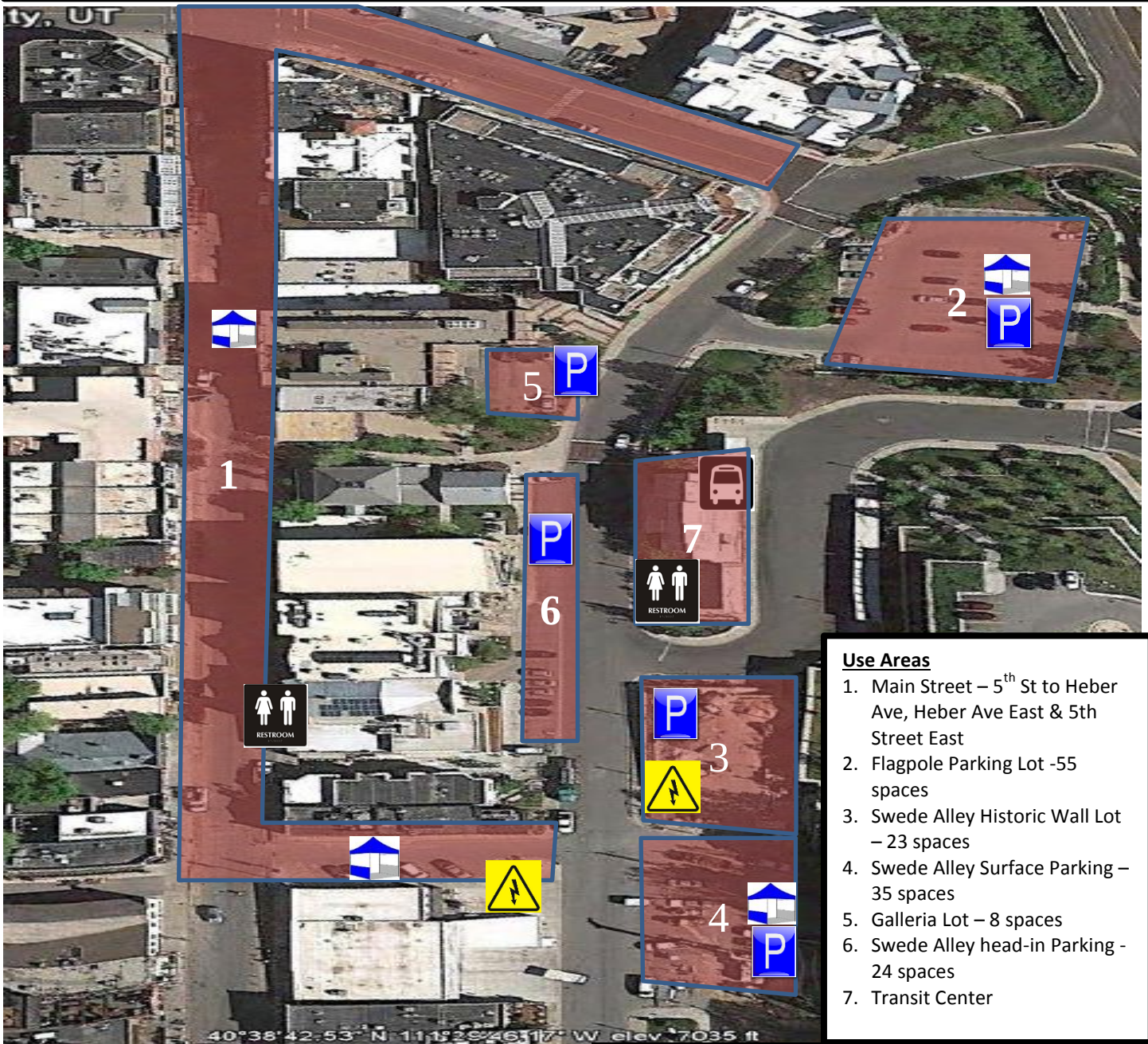


Access to the City Transit System is all along accessible Main Street and Park Ave. the Transit Center is located at the corner of Heber Ave. and Swede Alley.



The maximum capacity of this facility is 5000 people at one time with proper parking & transit mitigation.

MFL SPECIAL EVENT USE – Main Street 5th St. to Heber Ave & Swede



Use Areas

1. Main Street – 5th St to Heber Ave, Heber Ave East & 5th Street East
2. Flagpole Parking Lot -55 spaces
3. Swede Alley Historic Wall Lot – 23 spaces
4. Swede Alley Surface Parking – 35 spaces
5. Galleria Lot – 8 spaces
6. Swede Alley head-in Parking - 24 spaces
7. Transit Center



If this portion of Main Street is used for an event all parking must be accommodated along upper or lower Main Street, China Bridge Garage, Flagpole Lot and Swede Alley Surface Parking or off-site locations

Main Street Parking on-street parking
• S- 56 Spaces



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Special Events Department is responsible for fees related to Approved Master Festival licenses



There are 2 restrooms located at the Park City Museum and 2 restrooms at the Transit Center
Master Festival License applicants may be required to supply portable units and/or Merchant Facility Use Agreements.



There is access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 6am to 10pm seven days a week.

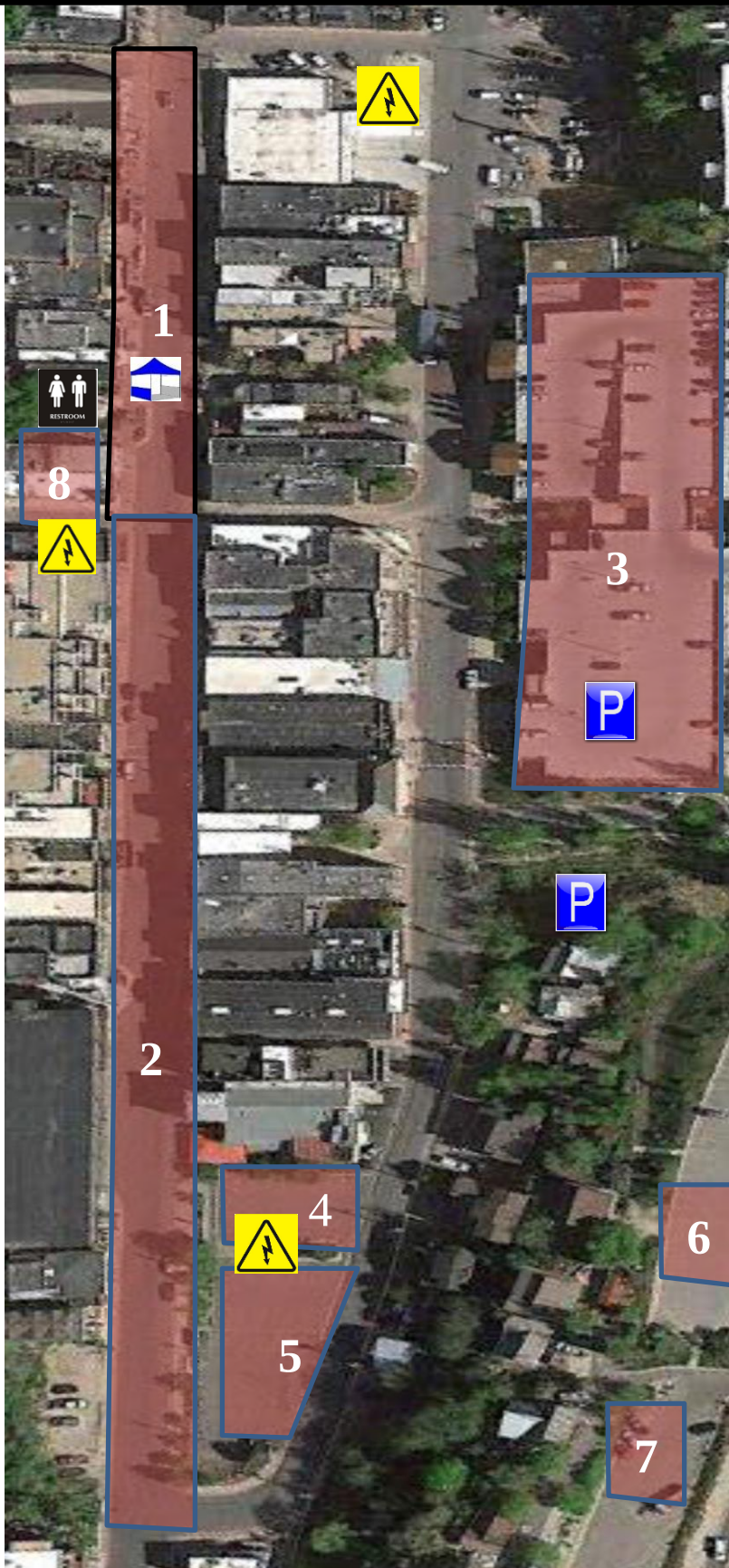


Access to the City Transit System is all along accessible Main Street and Park Ave. The Transit Center is located at the corner of Heber Ave. and Swede Alley.



The maximum capacity of this facility is 5000 people at one time with proper parking & transit mitigation.

MFL SPECIAL EVENT USE – Main Street –Top of Swede to 4th St.



Use Areas

1. Main Street – 4th to 5th Street
2. Main Street 4th to intersection of Main and Swede
3. China Bridge Garage – 624 spaces
4. Lower Brew Pub lot - 16 spaces
5. Upper Brew Pub Lot – 35 spaces
6. Lower Sandridge Lots -55 spaces
7. Upper Sandridge Lots -46 spaces
8. Miners Park



If this portion of Main Street is used for an event all parking must be accommodated along upper Main Street, China Bridge Garage, Flagpole Lot and Swede Alley Surface Parking or off-site locations

Main Street Parking on-street parking
 • 5th St. to Heber– 56 Spaces



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Special Events Department is responsible for fees related to Approved Master Festival licenses



There are 2 restrooms located at the Miner's Park.
 Master Festival License applicants may be required to supply portable units and/or Merchant Facility Use Agreements.



There is access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 6am to 10pm seven days a week.



Access to the City Transit System is all along accessible Main Street and Park Ave. The Transit Center is located at the corner of Heber Ave. and Swede Alley.



The maximum capacity of this facility is 5000 people at one time with proper parking & transit mitigation.

Quinns Sports Complex

1600 Gillmor Way, Park City, UT 84060

Use Areas

1. Parking Lot 1
2. Parking Lot 2
3. Parking lot 3
4. Parking lot 4
5. Ice Arena
6. Dog Park



Total Spaces: 402 Paved: 227 Non-Paved: 175
(Without counting Ice Arena and Dog Park spaces which are restricted) Ten (10) spaces are maintained in Lot 2 for Trailhead users. No parking will be allowed that is not in an Approved lot, Tickets and towing will be used as deterrent. Tournament use at the complex that maximizes the fields requires parking management and agreements with USSA and



There are a total of 13 restrooms located at the complex. Restrooms Located at Ice Arena (7) and Field Concession/Restroom Building (6).



Recreation Department is responsible for the booking of all field events. Special Events Department is responsible for booking all trail events



Access to power can be found at the Park City Ice Arena, Field Concession/Restroom Building, and at the field light pole.



Allowed hours of operation are from 8am to 10pm seven days a week.



The only available access to the City Transit System is the Dial-A-Ride system which picks up and drops off at the Ice Arena



The maximum capacity of this facility is 1900 people at one time with proper parking & transit mitigation.



Staking is not allowed on Sportex Field. All other staking must be pre-approved by Parks Department.



Total spaces: 450 (Shared Use)

Approved field tournament events must have off-site parking with a shuttle and/or transportation plan



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Recreation Department is responsible for the booking of all field events. Special Events Department is responsible for booking all trail events



There are a total of 6 restrooms located at the complex



There is no access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 8am to dusk seven days a week. (10pm for lighted fields)



Access to the City Transit System is on Kearns Blvd. and Lucky John Drive



The maximum capacity of this facility is 5000 people at one time with proper parking & transit mitigation.



Special Event Use

- Soccer and Lacrosse tournaments
- Autumn Aloft (take off area)

North
40
North
Field

North 40
South
Field

50
Spaces



Total spaces: 50 (Shared Use)

Approved field tournament events must have off-site parking with a shuttle and/or transportation plan



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival.



Recreation Department is responsible for the booking of all field events. Special Events Department is responsible for booking all trail events



RESTROOM

There are no restrooms located at this field. Master Festivals or Special Events require portable toilets.



There is no access to power at this location. Generators may be approved through the Special Event & Building Department



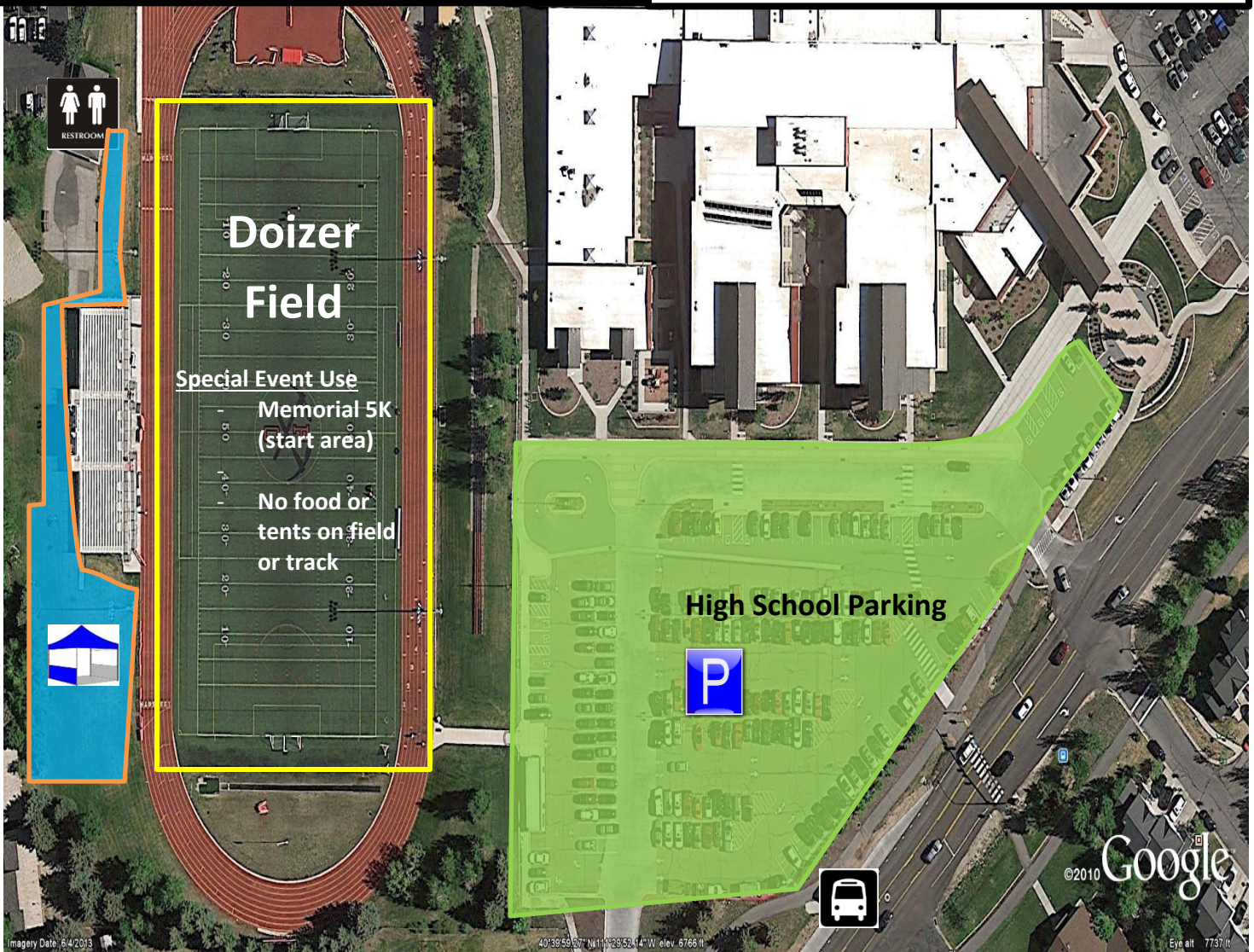
Allowed hours of operation are from 10am to 8pm seven days a week.



Access to the City Transit System stop in the vicinity on Lucky John Drive



The maximum capacity of this facility is 300 people at one time with proper parking & transit mitigation.



Total spaces: 250 (Shared Use)

Approved field tournament events must have off-site parking with a shuttle and/or transportation plan



Any use of tents, stakes, bouncy houses, booths, electrical/generators, propane use or other such activity may be approved in conjunction with an approved Special Event or Master Festival. Staking is not allowed on Doizer Field.



Recreation Department is responsible for the booking of all field events. Special Events Department is responsible for booking all trail events



There are a total of 6 restrooms located at the complex. Located at Concession area NW of Doizer Field



There is no access to power at this location. Generators may be approved through the Special Event & Building Department



Allowed hours of operation are from 8am to dusk seven days a week. (10pm for lighted fields)



The access to the City Transit System is on Kearns Blvd.



The maximum capacity of this facility is 1000 people at one time with proper parking & transit mitigation.



**PARK CITY COUNCIL RETREAT
SUMMIT COUNTY, UTAH,
FEBRUARY 4, 2015**

Regular Meeting

I. ROLL CALL Mayor Jack Thomas called the regular meeting of the City Council to order at approximately 2:30 p.m. at the Marsac Municipal Building on Wednesday, February 4, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney.

II. MOTION TO MOVE MEETING INTO CLOSED SESSION

Council member Beerman moved to close the meeting
Council member Simpson seconded
Approved unanimously

III. CLOSED SESSION TO DISCUSS PERSONNEL, PROPERTY and LITIGATION

IV. ADJOURNMENT

Council member Simpson moved to open the closed portion
of the meeting and adjourn the City Council meeting
Council member Beerman seconded
Approved unanimously

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


Marci S. Heil, City Recorder





**PARK CITY COUNCIL RETREAT MINUTES DRAFT
SUMMIT COUNTY, UTAH,
FEBRUARY 5 AND 6, 2015**

The Retreat meeting of the City Council as called to order at approximately 9:00am at the Park City Christian Center, 1283 Deer Valley Drive, Park City, UT 84060 on Thursday, February 5, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney, Marci Heil, City Recorder; Phyllis Robinson, Community Affairs Manager; Kristin Parker, Executive Office Assistant; Nate Rockwood, Capital Budget, Debt and Grants Manager; Rhoda Stauffer, Housing Specialist; Kent Cashel, Transportation Manager; Brooks Robinson, Senior Transportation Planner

Welcome by Mayor

Mayor Thomas thanked Council and staff for engaging in the process of Government and participation. He feels the success is based on the ability to work together and work through issues and congratulates them on a great year. Feels that Park City has been really lucky this year with the fate of the resorts and have been fortunate to be surrounded by a great staff. He is excited looking to the future to make Park City a more complete town acknowledging the struggle to make the shift out of the automobile. See monumental challenges ahead in regards to that struggle but feels with the Council and staff it can be accomplished. "We will grow, how fast, I don't know, we will change and evolve, hopefully to a positive life form. Always keeping in mind what we love about this community and reflecting that in our Core Values."

Overview of Council Retreat

Foster thanked Robinson for facilitating the retreat this year stating that it is a first in many years where the City has not brought in an outside facilitator and she feels it speaks to the great relationship between Mayor and Council members.

What's Different this Year

Nate Rockwood, Capital Budget, Debt and Grants Manager, spoke about this being an off budget year. Rockwood reassured Council that the Budget Process is the same this year with the only change being that instead of discussing the financial picture during the retreat Council will have an opportunity to discuss the financial picture during a work session in the upcoming months.

Review of December 4, 2014 Study Session

Robinson spoke to the main points that were outlined during the December 4, 2014 Study Session to include Housing and Transportation as a main focus for this upcoming year. Council and staff participated in a memory jogging exercise to list all the accomplishments for the City in 2014.

Building a Five-Year Housing Agenda

Robinson and Rhoda Stauffer, Housing Specialist, worked with Council on the 5 year Housing agenda. Robinson began with a back story of how she and Rhoda met in the housing world sharing their passion to enable everyone to opportunity to own a home. They outlined the plans for the future regarding housing resolution; land acquisition; property acquisition; Council asked for staff to look into rental properties as well as ownership properties.

Liaison Assignments

City Manager Foster and Kristin Parker, Executive Office Assistant, worked with Council outlining the liaison assignments for the year.

Transportation

Kent Cashel, Transportation Manager, spoke to fast, fun and free transportation in the form of Bus Rapid Transit. Cashel outlined the options and ways to accomplish dedicated right of ways for the

bus to travel. Stated that Light rail draws in more economic activity but with the rail center feel BRT can bring in economic activity such as coffee shops, etc. Cashel spoke to the different types of BRT vehicles. Spoke to the route structures feeding into the system similar to a rail system. Cashel touched on the importance of branding & marketing as well as implementing technology into the system. Cashel spoke to cost per mile for capital and operating and maintenance costs. Light rail at \$66,000,000 and Lite BRT at \$500,000 with the Operating & Maintenance relatively similar at \$7.00. Council member Matsumoto inquired how we could stop people from bringing their cars in. Cashel stated that parking lots and transportation cannot compete. Paid parking is a way to deter people from driving into town. Discussed the inter-connect with SLC, as well as the park and ride options along the way. Council member Beerman stated he has spoken to the elected officials from the Aspen area who have voiced concern of the poor use of their transit system. Mayor Thomas stated that this all more complicated than just starting the BRT reminded Council and staff to look at other groups such as the construction workers with the cumbersome issue of hauling tools to and from work on the bus.

Brooks Robinson, Senior Transportation Planner, spoke to the Types and Causes of Congestion- the main issue is single occupancy vehicles on the road. Recurrent congestion is the day to day traffic and non-recurrent traffic with special events etc. Causes of congestion are bottlenecks, accidents, work zones, and weather. Spoke to the daily traffic on a normal day and a ski peak day. Spoke to the recurrent congestion strategies to include signage, real time travel info, signal timing, reversible lanes. Non-recurrent congestion strategies to include traffic incident management, work zone management, peak out loads and again real time information.

Council member Henney inquired what the tipping point would be to help mitigate the traffic on 248. Robinson stated that the road changing from two lanes to one lane causes the major problem.

Park City Boards and Commissions Reception

Mayor Thomas and Council held a reception for the Park City Boards and Commissions

Day Two-February 6th

The Retreat meeting of the City Council as called to order at approximately 9:00am at the Park City Christian Center, 1283 Deer Valley Drive, Park City, UT 84060 on Friday, February 6, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney, Marci Heil, City Recorder; Phyllis Robinson, Community Affairs Manager; Kristin Parker, Executive Assistant; Kent Cashel, Transportation Manager; Brooks Robinson, Senior Transportation Planner; Jonathan Weidenhamer, Economic Development; Thomas Eddington, Planning Director; Anya Grahn, Planner; Hannah Turpin, Planner

Day One Review and Day Two Overview

Phyllis Robinson welcomed everyone back to day 2. Council enjoyed an impromptu video clip from LP and Killer Mike regarding the wonderful water of Park City; that was made with angel tears and touched by a Hobbit.

Robinson reviewed day one discussing the decisions made yesterday. Council agreed to have staff start the property acquisitions research.

Moving Forward: The Transportation Agenda

Cashel reminded Council that there is not ONE way to solve all the problems. It will be a

collaborative effort with transit plans, transportation demand management plan, manage parking, congestion management primary corridor plan. Council member Henney spoke to a process of education and reminding locals to use their “local knowledge”.

Cashel spoke to the use of signals to keep the flow of traffic moving. Council member Beerman inquired if the primary corridor plans include walkability and bikeability. Cashel discussed the actions that are underway including: ITS systems, Peak hour parking, UDOT & MAG coordination as well as the 4 major studies underway.

Cashel spoke to the timeline for Fiscal Year 2015 with the current studies and finalizing transit development plans as well as transportation demand management plan. Fiscal Year 2016 implementing the ideas for the transit development plan, complete finance plan, signal priorities and queue jumpers. Implementation of the transportation demand management plan, long term parking strategic plan, mitigating the bottleneck issues, complete the complete SR-248 and SR-224 update plan. Fiscal Year 2017 revenue continued working on the previous plans as they take multiple years to implement. Discussed expanding the traffic camera program. Council member Matsumoto wanted to acknowledge the County’s role with the plan updates. Cashel informed Council that UDOT’s plan is to widen 248 in 2019 but staff is working with UDOT closely to coordinate with them. Cashel stated that as long as we have a clear, strong program to keep them from bulldozing over us everything should work out just fine. Council member Peek inquired if staff could bring the Bus Rapid Transit right of way discussion to the table with this widening. Cashel stated that staff is looking at all options and will continue to work closely with UDOT. Council member Henney inquired about roundabouts. Cashel stated that they would require a creative engineering solution. Cashel did remind Council that a roundabout is slated for the Kerns Blvd/Deer Valley drive intersection. Mayor Thomas spoke to the bottleneck problem where you fix one and another appears stating that they need to think holistically. Council member Beerman thanked staff for accelerating this plan. Staff and Council discussed that the Transportation Demand Management is behavioral change.

Historic Preservation, Civic Engagement & Lower Park Ave Discussion

Craig Sanchez discussed the civic engagement process of public participation. Inform, consult, involve, collaborate, empower. Craig outlined how we currently use these techniques. Inform-city website; consult-public input during council meetings; involve- BOPA walkabout; Collaborate-Blue Ribbon Commissions; Empower-ballot items like open space. They discussed surveys, “Let’s talk Park City”, Main Street engagement, General Plan, Discussed how to have more involvement with the public.

Jonathan Weidenhamer, Economic Development Manager, spoke about Lower Park Aveune touching on the Library and 1450/60 Park Ave. Discussed a new approach to focus on fully using exiting facilities before building new ones. Discussed the plan for the remainder of City owned land. Mayor Thomas stated that each building needs to be evaluated on the feasibility of the economic outcome of adapting vs. tear down. Council agreed that they support staff’s look into reuse. Council member Beerman reminded Council that they need to determine what other facilities they want to put in and then get the input from the community before they start looking at reuse.

Council member Peek suggested expanding the map of Lower Park Ave to see how the entire area could be used. Mayor Thomas stated that they need to have a conceptual development and community outreach along with programing prior to Master planning. Council member Matsumoto would also like to reach out to the school district to see if the City can incorporate their needs. Council member Matsumoto confirmed she is committed to keeping the green space in the park. Council member Henney stated that he is interested in what will happen with the PCMR component. He is committed to the outreach however he is concerned that with the PCMR parking area/transit hub to maintain connecting corridors³ Weidenhamer stated that with the transportation

study we should be able to close that gap. Foster clarified that Council concurs that they want to start with the outreach and programming prior to designing Miners hospital space. Phyllis stated that to hold a proper community outreach we need to know if realistically we can use Miner's. Council member Simpson stated she feels that staff can use the old list of what the community wanted and look at the buildings we own to see the best use. Council concurred

Council member Peek suggested adding the north end of library field to be used for small/compact homes as an outreach question. Council member Beerman suggested away to handle the temp workers by building temporary housing. Council member Henney felt that temporary housing is not a City/Community issue and should not be the City's role. Simpson agreed with Henney but would like to see what the space would be used for during the off months if the City went that route.

Matt Dias introduced Rob Hartner, Christian Center, who discussed the uses of the center.

Thomas Eddington, Planning Director, Anya Grahn, Planner and Hannah Turpin, Planner, spoke to Historic Preservation. Anya spoke to the survey of Main Street, the Historic Mine Sites inventory. Also spoke about the "We love our Historic District" outreach open house and working with the applicants to give successful grants. Turpin spoke to the Top Tier Historic Preservation

Innovation Grants

The Council was presented with 5 innovative ideas to fund with the additional monies that were accumulated from sound financial practices. The projects included: Bus Stop play project; Electric Bike fleet; Outdoor AED placement; LED street lighting; Little Free libraries.

The Council chose to fund the Bus Stop Play and LED Street lighting projects for a total of \$98,000.

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 Marci S. Heil, City Recorder.



Marci S. Heil, City Recorder





City Council Staff Report

Subject: Egyptian Theatre (YouTheatre) Lease
Author: Jason Glidden
Department: Sustainability
Date: March 26, 2015
Type of Item: Legislative

Summary Recommendations:

Staff recommends that City Council approve the lease with the Egyptian Theatre (YouTheatre) as approved by the City Attorney.

Topic/Description:

Lease between Park City Municipal Corporation and the Egyptian Theatre

Background:

Staff was approached by the Egyptian Theatre to discuss the possibility of utilizing space inside Miners Hospital and/or City Park Recreation Building (Recreation Building) to host the YouTheatre summer programming as well as the Recreation Building in City Park during the school year.

The YouTheatre has requested the use of the entire Miners Hospital from 8am to 4pm, Monday through Friday, from June 8th through August 7th. The space would be used to house the summer theatre programs for about 50 children per week. The group has requested a small office/storage area in the building that they would have exclusive use of during the entire lease term. This would allow for all equipment to be stored in one location and would allow for other groups to use the Miners Hospital space in the evening and on weekends. All performances will still take place at the Egyptian Theatre. Miners Hospital will only be utilized for teaching and practicing of the performing arts.

YouTheatre (as submitted by the Egyptian Theater)

Since 1995 the Egyptian Theatre has enriched children's lives through their YouTheatre programs. YouTheatre has taught over a thousand aspiring actors some of which have gone onto study acting in college or pursue careers in the theatrical arts. Some former YouTheatre students have performed on Broadway.

The Egyptian Theatre YouTheatre program is based on the premise that participating in an arts program is an important aspect in the growth of every child. From the teamwork of being part of a cast, the discipline required putting on a production, and the confidence gained performing before a live audience, our young actors are instilled with an appreciation for the performing arts that will carry them into adulthood.

The summer program draws over 300 participants each year. There are 10-14 camps that are offered throughout the summer for ages 5-18. Camps cover subjects such as; puppetry, film, musical theatre, drama, Shakespeare, and playwriting.

Special Service Contract

The Egyptian Theatre has a 2 year Special Service Contract for \$20k (\$10k each year). The split between the youth theatre and community programs is shown here:

In exchange for the City's contribution, Egyptian Theatre agrees to provide after-school and summer youth programming and ongoing community programming and theatrical productions (Attachment B).

The Egyptian Theatre agrees to allocate \$7,500 per year in special service contract funds towards after-school and summer youth programming and to allocate \$2,500 per year to ongoing community programming and theatrical productions. The Theatre will offer at least 2 free performances open to the public (typically a preview night) per year. The Theatre will continue to provide a variety of shows and events to appeal to all ages and demographics of our local population.

The performance measures for the Youth Theatre are as follows:

Youth Theatre

The Egyptian will continue to provide and enhance youth theatre programming in Park City at the Youth Theatre Studios on Main Street, and as part of the after school program at McPolin Elementary during the school year. To demonstrate performance under the contract; the following Performance Measures will be instituted:

1. *Provide a line item accounting of how City-apportioned funds have been used:*
 - *\$2,667 will be expended for the 2014 & 2015 Summer Camp Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
 - *\$2,667 will be expended for the Fall 2014 & 2015 Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
 - *\$2,667 will be expended for the Spring 2015 & 2016 Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
2. *The Theatre will show progress towards reaching the goal of a minimum increase of 10% in enrollment from the 2013 school/summer sessions to the 2014 school/summer sessions.*
 - *Total participation count and percent growth*

Miners Hospital Current & Past Use

Miners Hospital is currently being use by the Park City Library as a temporary home while the Library Building is being renovated. Prior to the Library relocation, the building

did house the offices of Mountain Trails and the Summit County Art Council on the first floor. The remaining space was available for rent by the general public to host meetings and small gatherings. The majority of the rentals took place in the evening. The building or portions thereof were rented, on average 12 times per year.

Analysis:

Operating Costs

Regular use of both buildings is good for the facility. It keeps the operating and mechanical systems running better and provides a higher level of awareness for any potential maintenance issues. We anticipate cost to Park City to operate Miners Hospital to be about \$500/month. The cost to operate the Rec Building during the winter is estimated to be about \$500/month as well. If the buildings were used or open more than they are now, the City could incur limited, additional costs associated with additional cleanings but these costs would be minimal.

Daily Rental Rates

Park City Municipal has the following daily rental fee schedule for comparable City facilities:

Miners Hospital Rental Fees				
			Resident*/ Non-Profit Group	Non-Resident/ Commercial Use
Single Level				
First hr./additional up to 3 hrs.			\$15/\$10	\$25/\$15
Half-day (4 hrs.)			\$40	\$60
Whole day (9 hrs.)			\$75	\$110
Entire Building				
Two hrs. minimum			\$60	\$110
Half day (4 hrs.)			\$100	\$175
Whole day (9 hrs.)			\$125	\$200
Special Events**				
Entire building, whole day			\$400	\$550

Carl Winters Building

		Resident/ Non- Profit	Resident/ Non-Profit	Non-Resident/ Commercial Use	Non-Resident/ Commercial Use
ROOM	CAPACITY	HOURLY RATE	½ DAY/ DAILY RATE	HOURLY RATE	½ DAY/ DAILY RATE
201	30-35	\$15	\$40/\$75	\$25	\$90/\$170
202	15	\$15	\$40/\$75	\$25	\$90/\$170
205	60	\$25	\$50/\$ 95	\$50	\$110/ \$200
207	30-35	\$15	\$40/\$75	\$25	\$90/\$170

Current Market Rate

During the library relocation process, staff calculated an estimated market rate for Miners Hospital. The cost per square foot rate used to calculate market rental rate is a

few months old but staff believes that the rate has only increased slightly and still provides a close estimate of what an approximate market rate would be.

MINERS HOSPITAL	Market Rate	City Cost
Square Footage	2868	
Cost per Square Foot	\$ 17.14	
Cost per month	\$ 4,096.46	\$ 500.00
Total Cost of lease (2.25 Months)	\$ 9,217.04	\$ 1,125.00

Facility Use Schedule

The chart below shows the use at Miners Hospital during the 2015 calendar year.

MINERS HOSPITAL USE 2015											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
PC LIB	PC LIB	PC LIB	PC LIB	PC LIB	OPEN	OPEN	OPEN	OPEN	SUNDANCE	SUNDANCE	SUNDANCE

Library Renovation

The renovation of the library building is currently on schedule. It is expected that library staff will start to move out of Miners Hospital in May. This will allow enough time for the Library to vacate the building prior to the June start date for the YouTheatre first summer camp.

Parking Mitigation

A parking plan will have to be developed that will utilize the south end parking of Miners Hospital for parents to drop off children attending the camps. The goal will be to avoid any impacts with Recreation's summer camp drop off at the recreation building. Staff believes that a plan can be developed that will accomplish this.

Possible Synergy with Summer Camp

Staff feels that there may be an opportunity for the YouTheatre programs to be offered to children participating in the Recreation Summer Camp Program. This would be an optional add on for parents at an additional costs similar to other add on offered by the summer camp (Skateboard camp, art class at Kimball Art Center, swimming lessons).

Staff Proposed Lease Terms:

- **One year lease** - Staff feels that a one year lease (Exhibit A) will not over commit the City and allow flexibility to not renew the lease if new opportunities/needs arise.
- **Monthly rent of \$2500 for non-exclusive use of entire Miners Hospital 8am – 4pm Monday through Friday from June 8th through August 7th that also included exclusive office/storage space in the basement of Miners Hospital.**
 - The times requested by the YouTheatre would not prevent the general public from renting space in Miners Hospital during the evening hours when the majority

of nonprofit groups request space. In addition, the YouTheatre program will not take place during the weekends allowing outside groups to use the space for events. The rent amount was determined by using the daily non-profit rate for use of the entire building and providing a 50% discount for being a long term renter.

Department Review:

Economic Development, Budget, City Manager, Legal and Special Events departments have reviewed this report.

Alternatives:

A. Approve:

B. Approve the lease as proposed with the Egyptian Theatre

C. Deny:

Deny the approval of the lease as proposed with the Egyptian Theatre

C. Modify:

Direct staff to modify the lease with the Egyptian Theatre 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?	+ Unique and diverse businesses		+ Jobs paying a living wage + Community gathering spaces and places + Entire population utilizes community amenities + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Very Positive 	Positive 
Comments:				

Funding Source:

No funding source is required.

Consequences of not taking the recommended action:

City Council could not approve the lease with the Egyptian Theatre. This would not provide both staff and the Egyptian with future direction in regards to moving forward on a lease.

Recommendation:

Staff recommends that City Council approve the lease with the Egyptian Theatre (YouTheatre) as approved by the City Attorney.

**Egyptian Theatre – YouTheatre Program
Park City Municipal Corporation
2015 Property Lease**

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as “Landlord”) and the Egyptian Theatre (hereinafter referred to as “Tenant”) to set forth the terms and conditions under which Landlord will lease space in the Miners Hospital at 1354 Park Avenue, Park City Utah (hereinafter referred to as “Miners”) to Tenant. The parties agree as follows:

1. Property. The property leased is within Miners Hospital as described in Exhibit A (attached and hereafter referred to as Premises). The leased space includes the non-exclusive use of entire interior space within the building, an exclusive use of office space on the first floor. The interior space shall be exclusively used by the Tenant Monday through Friday from 8am to 5pm for the duration of the lease. All times outside of the time specified above, the building will be open for public use.

In addition, the Tenant will have the option to rent the space outside of the times outlined. Any additional rental of space must be booked through the normal rental process with the city’s Special Event Department and will be subject to normal rental conditions

2. Term. The Lease term shall commence on June 8, 2015, through August 6, 2015. In months with partial occupancy, monthly rent amount shall be calculated off a pro rata basis for each day that the tenant occupies the space.

3. Rent. The rent for the leased space within the Miners Hospital shall be as follows:

(1) Rate: Rent starting in July 2014 will be Twenty Thousand Seventy Dollars and Eighty Five Cents (\$20,070.85) but will be prorated based on temporary occupancy pending construction at a rate mutually agreeable by both parties. Starting in July 2015 the rent will be Twenty Thousand, Six Hundred Seventy Two Dollars and Ninety Eight Cents (\$ 20,672.98) for the twelve month term.

(2) Payments: Rent shall be paid in monthly installments of Two Thousand and Five Hundred Dollars (\$2,500). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of \$25 will be charged every 5 days that payment is past due.

(3) Deposit: A refundable deposit of \$2,500.00 is required to cover any damage and cleaning/removal of items needed at the end of the lease term.

4. YouTheatre Obligation. The Egyptian Theatre’s YouTheatre (“YouTheatre”) shall conduct the programmed children’s (ages 5- 18) camps that focus on theatrical production. YouTheatre shall not exceed posted occupancy of the building at any time. YouTheatre shall be responsible for the creating and managing a parking/drop off plan for all camp participants.

5. Tax-Exempt Status. In the event Tenant loses its tax-exempt status, the City shall have the option of terminating the contract, or increasing the rental to the fair market value of the space occupied by the YouTheatre on the date that the tax exemption was revoked.
6. Storage of Equipment and Supplies. The Tenant shall be permitted to use an area located within the office space on the first floor for storage of equipment and supplies related to the YouTheatre operations. No hazardous material shall be stored in this designated area. Equipment and supplies stored in this area shall be in compliance with applicable Building codes and stored such that they do not cause risk of injury to individuals inside or outside of the area. The YouTheatre will be responsible for securing this area and the City is not responsible for any lost or damaged items stored in this area.
7. Accounting. The Egyptian Theatre and YouTheatre agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to the Egyptian Theatre and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense.
8. Scale of Event. The YouTheatre hereby acknowledges that no event shall exceed the occupancy limit on any space inside the building as determined by the Park City Building Department and Planning approvals. The YouTheatre shall arrange to mitigate parking, traffic, and noise impacts associated with any camp operations not limited to marketing efforts and directional signage. A written plan will need to be approved by City officials annually. Security and emergency lighting/exits/evacuation for all camps are solely the responsibility of the Tenant.
9. Assignment/Sublease. The Tenant has no right to assign or sublet any or all portions of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this contract to immediately terminate.
10. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.
11. Use of the Premises. The premises shall be used by the Tenant only for youth theatrical programs sponsored and organized by the YouTheatre.
12. Telephone, Cable, Internet and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Except for specialized communication facilities, equipment, wiring, cables or

installations necessary to install, run and maintain the digital projector and ancillary equipment necessary under the Three Party Agreement, any other specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility, with prior approval by Landlord. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations beyond that necessary for the Three Party Agreement will be the Tenant's responsibility.

13. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least Two Million Dollars (\$2,000,000) per incident or occurrence and Four Million Dollars (\$4,000,000) policy aggregate limits, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory property insurance policy covering property and contents located in Tenant's space, which are owned or leased by the Tenant.

Tenant's policies shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

14. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and personal property taxes and other related assessments or taxes for the Tenant's Premises during the term of this lease.

15. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

16. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

17. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired when the tenant vacates the leased space.

18. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

19. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

20. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Miners Hospital and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

21. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

22. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

23. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

24. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

25. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and

restore the premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system.

26. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

27. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, Tenant shall pay the same monthly rental provided for herein, plus ten (10%) increase, and any and all damages as available to Landlord, including attorney fees for eviction and statutory penalties/treble damages.

28. Indemnity.

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

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

29. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, earthquake, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

30. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

31. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

32. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

33. Building Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

34. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Jonathan Weidenhamer
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Jamie Wilcox, YouTheatre, Executive Director
Egyptian Theatre

328 Park Main Street
Park City, UT 84060

35. 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.

DATED this _____ day of April 2015.

PARK CITY MUNICIPAL
CORPORATION

Jack Thomas, Mayor

Attest:

Marci Heil, City Recorder

Approved as to form:

City Attorney's Office

NAME OF TENANT
Egyptian Theatre

SIGNATURE

PRINT NAME AND TITLE

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2015, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the

person who executed the within instrument as _____ (*Title of
Signer*), the corporation therein named, and acknowledged to me that **Egyptian Theatre**
executed the same for the purposes therein stated.

Notary Public

Exhibit A

City Council Staff Report



Subject: Award of Lease for Library Coffee Shop to Park City Coffee Roaster (PCCR)
Author: Jonathan Weidenhamer
Department: Sustainability
Date: March 26, 2015
Type of Item: Award of Lease

Summary Recommendations:

Authorize a three year lease with the Park City Coffee Roaster to operate a coffee shop at the Park City Library in a form approved by the City Attorney.

Acronyms used

PCCR Park City Coffee Roaster
RFP Request for Proposal

Topic

Award of lease to the recommended candidate of a request for proposal process for a coffee shop service provider at the library.

Background

A coffee shop was a top rated amenity identified by the community during the library planning process.

A selection committee interviewed five candidates who responded to the Request for Proposal (Exhibit C). The interview panel included two members from each of the: Library staff; Library Board, and Sustainability staff. Based on the nearly unanimous scoring of the selection committee, staff has begun lease negotiations with Rob and Ray Hibl, who own PCCR. All but one panel member had PCCR as their top choice and the outlier had PCCR as their second choice. The selection criteria included:

1. Successful experience in the coffee shop/café business.
2. Compatibility with the library and its operations.
3. Rental fee proposal. Price may not be the sole deciding factor.
4. Financial stability.
5. Menu options and pricing.
6. Environmentally friendly practices i.e. Recycling/donating/compost program for grounds; Eco cup sleeves; recycling cup sleeves; Promoting use/discount program for use of reusable cups; Recycling waste; Biodegradable disposable cups; Uncooked linguini noodles in place of wooden coffee stirs, etc.
7. Compliance with the Park City business license requirements, including criminal background screening.
8. The nature and extent of requested changes to our standard contract/lease
9. Familiarity with the Park City Community.

10. Park City Municipal's policy is, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

The five candidates included:

1. Hugo Coffee
2. Dewey's Cafe
3. Park City Coffee Roaster
4. Red Bicycle Breadworks
5. Uinta Coffee

Park City Coffee Roaster was the selected provider. Their proposal is attached as Exhibit B. This choice will be explained below. As part of the RFP, the City left open the rental rate for the coffee shop space and indicated that "The City has interest and willingness in considering multiple terms in lieu of a rental fee such as a percentage of profits, etc."

Analysis

In the coffee shop selection process, "Successful experience in the coffee shop business" was our highest ranked criteria (25 out of a possible 100 points). Library staff's vision is to have this service provider be a satellite of a larger, regional shop, thereby having access to their resources such as kitchen, staff and existing operational systems. The City's experience with multiple food service providers in City facilities hasn't been great, with multiple providers going out of business or not finishing lease terms, more often than not, due to lack of profit/business usually tied to overhead and labor costs. We've drafted initial lease terms with an approach we believe will support the provider can be successful and thereby providing a consistent and predictable service to both library patrons and other visitors.

Staff doesn't believe a market rate lease approach is the correct approach, rather one that focuses on continuity in service. Based on PCCR's understanding of the market and current business model staff believes we should pursue the 10% of gross sales rent option. This is based on the following information which is taken from PCCR's proposal (Exhibit B):

Excerpt from Proposal of preferred Coffee Vendor			City's Rent Options		
Estimated Gross Sales			10% of Gross Sales		Flat rate
year	annual gross sales estimate (low end)	gross sales estimate (highend)	(low)	(high)	annual flat payment
1	\$45,000	\$96,000	\$4,500	\$9,600	\$4,200
2	\$54,000	\$115,000	\$5,400	\$11,500	\$5,040
3	\$65,000	\$138,000	\$6,500	\$13,800	\$6,000

Other general terms in the lease include:

What	Recommended	Comment
Property	Exclusive use of coffee shop area and non-exclusive use/access of restrooms and patio	
Term	3 year lease	Consistency and continuity in service is primary goal.
Rent	10% of gross sales	Based on estimated sales #'s from PCCR it seems like if they succeed we succeed. There is more risk to having the shop fail than by the city not making the rental income.
Utilities	No utility costs OR flat rate based on estimated operating cost	There will be only one set of utility meters that the City owns. The use of the coffee shop will have an insignificant impact. The provider is willing to revisit this term if there are any indications otherwise.
Sign	small generic "coffee shop" or similar on monument sign out front	We are advertising the community amenity, not PCCR; especially if they fail and we have a different provider.
Tenant Improvements	Up to \$25k of infrastructure (utility connections, counter tops, cabinets, etc.), no specialty equipment (coffee machines, blenders, etc.)	First thing you see when you walk in the door. This should allow design to remain consistent with the building and be usable by any service provider as opposed to a "custom build".
Alcoholic Beverages	Allow for PCCR to sell beer & wine for private functions & special events in the non-library & community spaces, entry gallery & patio (provided they can get permits from DABC).	Will allow PCCR the most flexibility toward being successful. Their current approach is more limited to the special event, but they are intrigued about the patio.
Hours of Operation	This will be at the discretion of the Library Director. Open during library hours (M-f: 10-9pm; Sat 10-6 pm; Sun 1-5pm). Provider may close earlier in evenings based on activity	To serve library patrons. This includes ability to be open if there is a private rental of the entry gallery & patio.
	Open in am prior to library opening	Neighborhood amenity.
	Ability to be open during 3rd Fl & Santy rentals is at the discretion of Service provider	Ability to serve a broad client based; But - Private lessor of 3rd floor retains ability to preclude outside food & bev.
	Closed, at library director's discretion during non-library business hours of any private rental of the "non-exclusive" lease areas (patio & entry gallery".	It would be weird if we agreed to a private rental of the gallery & patio during off hours and an independent food service provider were in the middle of it. We anticipate pre-qualifying a small group of caterers for all events/functions at the Library, and we anticipate PCCR attempting to qualify.

Specific Reasons for Choosing Service Provider

PCCR:

1. Has operated a small business in the community for 17 years;
2. Has demonstrated success operating in Old Town;
3. Understand the community, its seasons and how to staff and equip for seasonal ups and downs;
4. Has a flagship store locally that provides existing staff resources (over 25 employees) existing operating inventory and management and operating practices;
5. Has access to an existing, off-site commissary kitchen that can be easily expanded to service a second location;
6. Is the only locally roasted bean provider;
7. Locally sources baked goods and dairy;

8. Has an existing relationship with the Film Series, providing free drip coffee for their screenings;
9. Proposed a menu that served library patrons and kids;
10. Showed tremendous flexibility and desire to work with the architect and city on design and build out; as well as other terms including utilities, and signs;
11. Demonstrated a willingness to discuss various rent approaches;
12. Demonstrated experience in projecting sales and an understanding of the market;
13. Demonstrated a willingness to work the Library Director on hours of operation.

Department Review:

Sustainability, Library, Legal and City Manager.

Alternatives:

A. Approve:

Approve as drafted. **This is the staff recommendation.**

B. Deny:

Denial would result in not having a service provider at the library opening.

C. Modify:

Modify terms of the lease.

D. Continue the Item:

Direct staff to continue negotiations.

E. Do Nothing:

Same as denial.

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 + Balance between tourism and local quality of life + Safe community that is walkable and bike-able + Internationally recognized & respected brand (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Reduced municipal, business and community carbon footprints (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Preserved and celebrated history; protected National Historic District + Cluster development while preserving open space (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Fiscally and legally sound  - Streamlined and flexible operating processes + Well-maintained assets and infrastructure (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Neutral 
Comments:				

Consequences of not taking the recommended action:

There would not be an operating coffee shop at the opening of the library.

Summary Recommendations:

Approve a three year lease with the Park City Coffee Roaster to operate a coffee shop at the Park City Library in a form approved by the City Attorney.

Exhibits

- A Draft Lease
- B PCCR Proposal
- C Request for Proposal

Exhibit A - Proposed Lease



COFFEE SHOP/CAFE AGREEMENT PARK CITY LIBRARY

This Agreement is made and entered into as of this ____ day of _____, 2015, by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City") and Park City Coffee Roaster a Utah Limited Liability Corporation (hereinafter "Concessionaire").

WITNESSETH:

WHEREAS, the City owns a building known as Park City Library located at 1255 Park Avenue, Park City, UT 84060, [hereinafter "Library"] which is open and available to the residents and visitors of Park City for public use; and,

WHEREAS, the City desires to have available at the Library food and beverage refreshment available to the users of the Library and members of the community; and,

WHEREAS, Concessionaire desires to sell food and beverage refreshment at the Library; and,

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession.** During the term of the agreement, the Concessionaire will be granted the right, at the Library, in the location described below, to operate a food and beverage concession business, serving food and beverages to patrons of said Library and members of the community. Food preparation shall be off site. The Library Director reviews and approves menu and pricing.

- (a) Concessionaire is permitted to be open during private Santy rentals.
- (b) Any lessor of 3rd floor/ Santy auditorium to allowed to preclude outside food and beverage during private rentals at their discretion.
- (c) Concessionaire shall not offer popcorn, fresh or bagged.

(d) Concessionaire is permitted to be open during private rentals of non-exclusive areas described in Section 2 herein during typical library hours (M-F: 10am-9pm; Sat: 10am-6pm; Sun: 1pm-5pm) and as referenced herein in Section 17. The Library Director may restrict operation during private rentals of non-exclusive use areas when the Library is typically closed.

2. **Property.** The property hereby leased is the main floor coffee shop/café space, located at the Library, 1255 Park Avenue, Park City, Utah (the “Premises”), including exclusive use of the Coffee Shop (285 sf), and non-exclusive use of decks (1,350 sf) and restrooms (460 sf) contains a total of 2,095square feet of restaurant space.

3. **Term.** The term of this Agreement shall be from June 1, 2015 to June 30, 2018.

4. **Rent** – The rent will be 10% of gross sales per month payable on the first of each month to the City’s Finance Department located at 455 Marsac Avenue, Park City, Utah, 84060. There shall be a 2 month pay lag to allow for monthly reports to be generated, ie June 2015 rent shall be due on August 1, 2015. The initial rent payment will be for the period from June 1, 2015 through June 30, 2015.

(a) **Late Fee.** The City will charge Concessionaire a late fee of \$25 for every five days rent is late.

(b) **Security Deposit.** Before occupying the leased premises the Concessionaire must make a \$4,500 damage deposit. Concessionaire will leave Premises in same or better condition than the “as-is” condition. Damage deposit may be used for any damages or rent payments due. If rent is more than 30 days late, Concessionaire will be in default of this agreement & will vacate Premises within 10 days.

(c) **Rent Commencement Date.** This agreement shall commence on June 1, 2015, and the term of the Agreement shall begin on that date.

(d) **Financials.** Concessionaire agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours. Concessionaire agrees to turn in all IRS forms, updated business plans, and other

similar financial information by April 1 of each year if requested by City. At minimum, Concessionaire shall submit a monthly gross sales report with rent payment.

5. **Authorized Use.** Concessionaire may sell beer and wine, provided that Concessionaire secures proper licenses and complies with all federal, state and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 26 below.

6. **Payment of Taxes and Other Assessments.** Concessionaire shall pay all taxes and other assessments for its business during the term of this concession agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

7. **Utility Services.** City shall be responsible to pay for all utilities including, but not limited to, natural gas, electricity, cable, sewer and water for the leased premise. Telephone will not be provided. City will provide access to City internet through a location inside first floor data closet for Concessionaire to mount their own router. City will provide service access to router through basement. Service access, installation and maintenance will be coordinated through City staff.

8. **Use of Premises/Catering.** The premises shall be used only for the purpose of a coffee shop, outside food service or catering services outside of the Library building are not permitted.

9. **Licensing.** The City and Concessionaire may also participate in other joint marketing efforts with the prior agreement of each. Concessionaire and are responsible for obtaining all necessary licenses for their operation, including a Park City Business License. Any private use that would close Concession to the public requires prior approval by the Library Director.

10. **Care and Repair of Premises by Concessionaire.** Concessionaire has inspected the Premises and accepts it “as is” and as acceptable for the purpose of this Agreement. The Concessionaire will not permit the use of the Premise in violation of any state law or county or municipal ordinance or regulation applicable thereto. Concessionaire, with the consent of the City but at the Concessionaires own cost and expense and in good workman like manner, make such

alterations or improvements to the Premises, excluding Common Areas, as Concessionaire may require for the conduct of its business without, however, materially altering the basic character of this structure or improvements or weakening the structure of the Premises. Any permanent alterations or improvements to the Premises shall become the property of the City upon expiration or termination of this lease.

(a) Concessionaire shall have sole responsibility for maintaining and repairing all restaurant and kitchen equipment and facilities, including all sinks, microwaves, freezers, and refrigerators. All coffee shop/café equipment that the City owns maybe used by the Concessionaire on a “as is” basis and the City makes no claim of its condition or life span.

11. **Maintenance.** The City shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Concessionaire shall be responsible for all interior maintenance, including mechanical and electrical fixtures, lighting fixtures, janitorial service resulting from the Concessionaires use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the Exclusive Use areas of Premises or solely serves the Premise. The City shall be responsible for mechanical systems which serve portions of the building other than, or in addition to the Concessionaire’s space as reasonably necessary to maintain the structure and to service common utility facilities.

12. **Access to other space.** Concessionaire shall not interfere with the access to other spaces within the building or obstruct the entrances to those spaces in any way. The City shall have access through Concessionaire’s space as reasonably necessary to maintain the structure and to service common utility facilities. The City shall have the right to inspect the leased space at anytime, with or without notice.

13. **Signs.** The City can allow an internal sign for Concessionaire in the Library lobby, in a manner approved by the Library Director. Concessionaire shall not be entitled to their own sign. The City will include on their building monument sign on Park Avenue a generic name for concessionaire’s service ie “coffee shop” or “espresso”. This name and final location shall be approved by the Library Director. The sign shall conform to Park City Sign Ordinance on the date it is installed.

14. **Insurance and Indemnity.** The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Concessionaire's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

The Concessionaire shall provide a Certificate of Insurance evidencing:

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

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- C. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- D. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15. **City Liable Only for Negligence and Intentional Acts.** Except where caused by City's negligence or intentional act, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or from any part of the building or buildings or for an interference with light.

16. **Nondiscrimination.** Concessionaire agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

17. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this concession agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

18. **Dates and Hours of Operation.** The Concessionaire will have the concession open for business to the public during the days the Library is open to the public and during the Sundance Film Festival, unless a sublease or private function is approved by the City as

provided in Section 1. The exact hours and days the concession will be open by the Concessionaire will be determined jointly by the Library Director and the Concessionaire.

19. **Type of Operation.** Concessionaire agrees to maintain and operate the concession in a first-class manner and will keep the premises in a safe, clean, orderly and inviting condition at all times. The concession is to be operated as a convenience to the Library patrons, therefore all food, drinks, beverages, confections and other items sold or kept for sale under the concession will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous and efficient.

20. **Concessionaire's Employees.** During hours of operation, the Concessionaire will agree to retain an active, qualified, competent and experienced employee at the concession to supervise the concession operations. The Concessionaire agrees to be an Equal Opportunity Employer and will hire qualified employees without regard to religion, creed, color, sex, age, national origin or handicap status. The employee must be authorized to represent and act in behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not continue to employ any person or person, in or about the premises who shall use improper language or act in a loud, boisterous or otherwise improper manner.

21. **Laws, Ordinances, Etc.** The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

22. **Garbage Disposal.** The Concessionaire will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the concession. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Library or surrounding premises, will not be permitted and must be removed daily to designated dumpster.

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

24. **Improvements.** The City will provide necessary tenant improvements and infrastructure to operate a coffee concession including but not limited to counters, millwork, storage, sink, plumbing, electrical and other utility connections not to exceed a budget of \$25,000 . The City will make the final decision regarding what improvements it will install. City will not provide specialty equipment or machines such as refrigerators or coffee machines. The café will not have a commercial kitchen. Concessionaire is responsible for the costs for any additional improvements to the facility space including but not limited to equipment, paint, signage or special flooring other than outlined above.

25. **Termination.** Either party may terminate this Agreement with 60 day written notice to the other for any reason. However, notice may not be given before four months from the execution of this Agreement.

26. **Alcoholic Beverages.** Concessionaire may sell beer or wine for functions and special events in the non-library, community spaces and outdoor patio (Exhibit A), unless private lessor for 3rd Floor or Santy precludes per Section 1. Additionally, Concessionaire must comply with all federal, state and municipal laws and ordinances relating to alcoholic beverages, beer or liquor. Prior to any beer, wine or liquor sales, Concessionaire must obtain the appropriate Park City license(s) and provide proof of the required Dramshop coverage.

27. **Party at Fault.** In the event either party shall enforce the terms of this concession by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees.

28. **Failure to Perform Covenant.** Any failure on the part of either party to this concession to perform any obligation hereunder and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform.

29. **No Assignment or Sublet.** The covenants and agreements contained within this license shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned.

30. **Sublease.** Concessionaire may not sublease Premises.

31. **Time.** Time is of the essence of this concession and every term, covenant, and condition herein contained.

32. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

33. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

Park City Coffee Roasters
Robert Hibl
PO Box 682788
Park City, UT 84068

33. **Independent Contractor Relationship.**

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

- B. In the performance of the services herein contemplated the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the Concession, however, the service and products contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory fulfillment thereof.

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

35. **Severability.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States or any state thereof to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

36. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the parties with respect to this concession and it cannot be altered except by written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Marci Heil, City Recorder

Approved as to form:

Polly Samuels McLean, Assistant City Attorney

Robert Hibl, Owner Operator

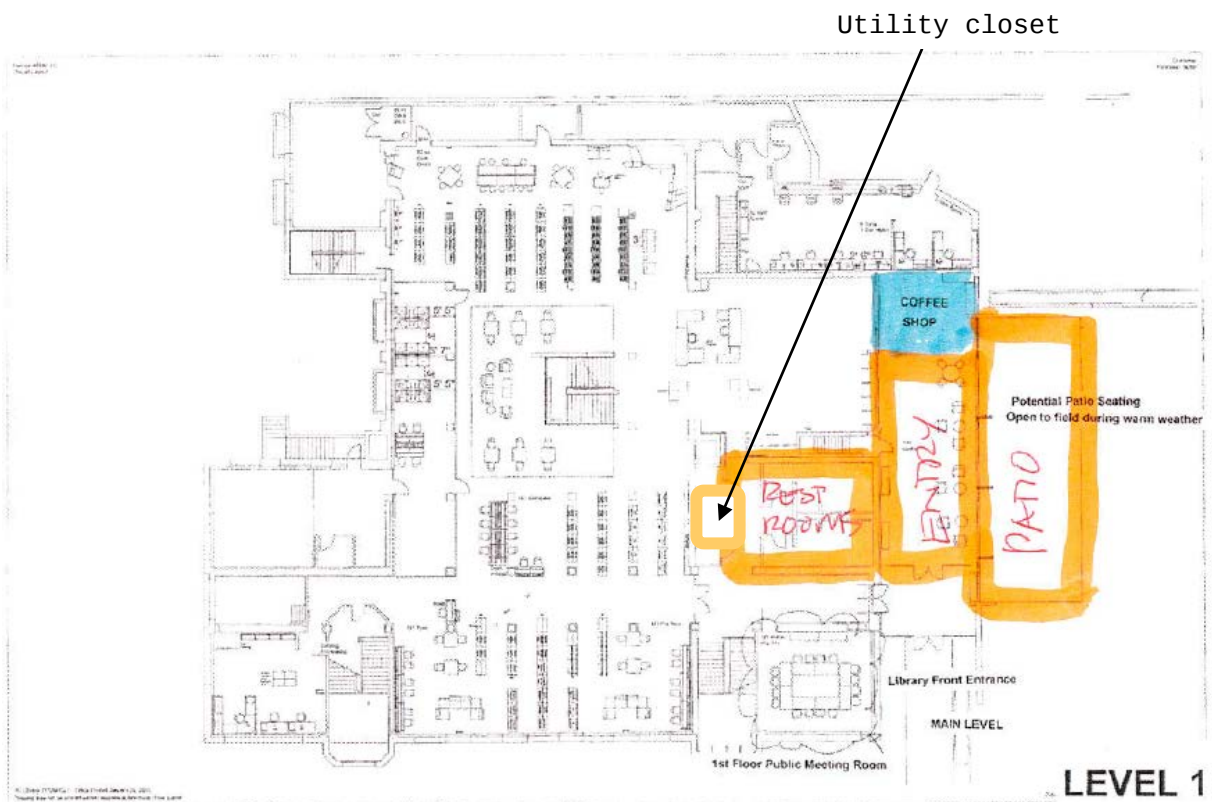
STATE OF UTAH)

) ss.
COUNTY OF SUMMIT)

On this day of , 2015 before me, the undersigned notary public, personally appeared _____, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

Notary Public
My commission expires:

Exhibit A – Leased Spaces



- EXCLUSIVE



- Non Exclusive

Exhibit B - PCCR Proposal



Park City Municipal Corporation
Park City Library RFP

2/24/15

Experience, Licensing, Familiarity with the Community & Our Commitment to a Mutually Beneficial Relationship with the Library: Park City Coffee Roaster is owned by myself and twin brother, Raymond Hibel. We have owned and operated Park City Coffee Roaster since November 1998. We have had several cafes around Park City through the years and currently operate one cafe in the Kimball Junction area. We also service approximately 88 wholesale clients throughout Utah and Idaho. One of those clients is PCMC. We provide coffee to the City Hall, Library and the Public Works offices.

Ray and I relate well to the local Parkite. We have built several longstanding relations with a number of non-profit groups in Park City. We have operated the food and beverage concessions for the Park City Institute during their Eccles season and Sundance Film Festival for 17 years now. We currently are a major sponsor for the Park City Film Series and the Wasatch Triathlon Club. Below is a list of organizations we have helped sponsor in some sort of way through the years.

- Park City Performing Arts Foundation Park City Institute
- Park City Film Series
- Park City Foundation
- Park City Education Foundation
- St. Mary of the Assumption Catholic Church
- St. Lawrence Catholic Church
- Park City Fire District Bike Team
- Shepherd of the Mountains Lutheran Church
- National Ability Center
- Kimball Art Center
- Summit Land Conservancy
- Weilenmann School of Discovery
- Young Riders
- Mountain Town Music
- Recycle Utah
- Juvenile Diabetes Research Foundation
- Komen for the Cure
- Park City Mountain Sports Club
- KPCW
- Park City Soccer Club
- Kearns- Saint Ann School
- Youth Winter Sports Alliance
- Rotary Club

- Mountain Trails Foundation

As you can see Park City Coffee Roaster is deeply involved in Park City and has established relationships, as well as a commitment to our community. We can build a retail relationship with the Library to bring in more and more locals for a real community center.

Retail ideas for the facility that would lead to increased traffic for the community center would include a loyalty program driven through our existing Square and Perka device apps. We would seek to adjust our prices to be the lowest in the surrounding area. We would also utilize the operation to facilitate the business community in downtown Park City that hold meetings in the Library and have an option for service needs such as coffee and breakfast items.

Park City Coffee Roaster is currently a Park City business license holder at our Eccles Performing Arts Center location. We also hold a Summit County restaurant license for our cafe in the Kimball Junction area. In addition, we hold a DABC Limited Restaurant License at the Kimball Junction Cafe, so background checks will be clean. We are experienced restaurant and coffee shop retailers. We have helped several business in and around the state successfully open and continue to operate a viable retail operation. We have accomplished this through our direct understanding of the atmospheres involved. Those include geography, building attributes, population demographics, and overall outlook for future retail growth.

Prior experiences have taught us to be even more efficient in our coffee business. We have learned what will work and avoid what can fail. We are confident our service will exceed your expectations.

Budget for tenant improvements: The budget for the buildout based on the 300 sq ft. seems to be reasonable based on my projections. I believe the electrical and plumbing can be done for a much lower cost than usual because of the small space. The counter and shelving fixture is the main unknown and most dependant on material chosen and detail of construction/craftsmanship involved. I do think we can fall between \$18K -\$25K that has been projected to complete the cafe.

My projected budget for equipment would come in around \$30K. To accomplish the above menu, we would need the following machines:

- 2 group espresso machine
- 1 espresso grinder
- 2 chemex brewers
- 2 Syphon brewers
- 1 Fetco 51H brewer
- 1 Bunn G9 grinder
- 1 undercounter dual door refrigerator

- 1 refrigerated deli case approx. 48"
- 1 standup TRUE freezer
- 1 standup TRUE refrigerator
- 1 Bledtec blender
- 1 Panini press
- 1 toaster
- 1 microwave
- 1 juicer
- 1 square device
- 1 printer
- 1 computer
- 1 TV
- 1 Data link for WIFI

Rental Fee Proposal: Determining an appropriate rent for the small space is more complicated. The space should be able to accomplish between \$4500 to \$8000 in gross sales per month in the first year. I can see about 20% growth in that areas business model for at least 3 years. That would put yearly gross sales in the following ranges:

- 1st year \$45K - \$96K
- 2nd year \$54K - \$115K
- 3rd year \$65K - \$138K
- 4th year \$78K - \$166K

My business operates around a 34% net profit. Based on that I would think the cafe premises would be worth the following:

- Fixed \$350.00 per month 1st year
- Fixed \$420.00 per month 2nd year
- Fixed \$500.00 per month 3rd year
- Fixed 600.00 per month 4th year

Or a rent based on gross sales at 10% could work out in favor to PCMC if sales do in fact increase as expected over time.

It is very hard to determine a value on such a small space. My space inside the Eccles Center is approx 250 Sq Ft. We pay a 20% net profit back to the Institute. We do this because it only operates for the 10 days of Sundance and the 10 - 13 shows each year. The recovery of rental capitol on the Institutes side is for a short time frame, not nearly the projected number of operational days for this space.

Proposed Hours of operation:

- Monday thru Thursday 7am - 5pm
- Friday - Saturday 8am - 6pm
- Sunday 12pm - 5pm

I can see a potential for extending hours on Friday and Saturday possibly with a DABC license in the future.

Regarding the special events such as the Park City Film Series and the Sundance Film Festival. Park City Coffee Roaster has a wonderful relationship with the Film Series. Katy Wang and I would get together to discuss continuing needs for the Film Series and potential busy nights that they might need us to be open in the future.

We would need to be open for operations during the Sundance Film Festival. I have had a direct impact on my business in years past by having to vacate a retail operation specifically for Sundance. This had a direct negative effect on the overall outlook for building the retail business with locals and loyalty. I cannot tell a local they cannot frequent their coffee shop for weeks because we were not open for business. In terms of the example, we had a full coffee shop inside of the Kimball Arts Center. Each January, we had to vacate the existing shop each, and could not return until early February. This caused our local relationships to diminish over time. After three years we decided enough was enough. The worst part of the situation was having to find work for the employees during this time period so we wouldn't lose them too. If you want a local business to invest in this community center and restaurant space, then you need to support them twelve months a year.

Proposed Menu & Pricing: The menu would include the typical coffee and espresso menu. We would also serve single cup coffee brew in the Chemex and Syphon style systems. This would allow us to have more of a focus on Micro-lot coffee from smaller farms and create distinguishing taste factors for each single brewed cup. Our food menu would be focus on local baked goods that are fresh. We would offer quiche, breads and cookies that we produce in our Kimball Cafe. My baking director has a focus on Gluten-Free and has been able to create a large enough menu to be able to have significant offerings with a Gluten-Free option. We would also offer our award driven ice coffee menu. This would include our cold pressed iced coffee and coffee iced cubes. Our Nitro infused coffee and our unique fresh juice menu options.

We already have many environmentally friendly practices in place at our other cafes and would be willing to expand these if opportunities to do so exist. We have had a long-standing relationship with Recycle Utah and have even recycled our coffee grounds through them for composters and donated our whole bean coffee bags for many different uses.

We carry only ECO sensitive cups that have been recycled already in the following sizes:

Serving sizes HOT: 12, 16, 20, 24

Serving sizes COLD: 16, 24

In addition, we carry wooden stir sticks that are compostable and try to buy eco-sensitive products whenever possible.

Coffee of the Day

Single cup brew Syphon or Chemex

Espresso

Mocha

Latte

Cappuccino

Specialty Signature drinks

Chai

Loose leaf teas

Cafe au Lait

Hot Cocoa

Apple Cider

Ice Coffee

Nitro Coffee

Ice Teas

Iced Chai

Fresh Juices

Food Options & Gluten Free options to include but may change in future.

Bagels

Croissants

Banana Bread

Cookies

Seasonal sweet breads

Quiche

Breakfast Burritos

Vegan Burritos

Toast

Muffins

Scones

Fruit

Dried fruit options

Packaged nuts

Our Business Model, Vision and Products: Below is some information on the coffees we import and roast.

Our coffees come from the finest coffee farms in the world. We seek out premium farmers and listen to their first hand accounts and experiences within the industry. Their stories motivate us to purchase our green coffees from USDA organic and Fair Trade certified farms. Park City Coffee Roaster has a responsible role in a larger trade platform through Trans-Fair USA. his organization empowers farmers and workers to lift themselves out of poverty by investing in their farms and communities, protecting the environment and developing their abilities in the global workplace.

Park City Coffee Roaster is a small batch roaster, roasting 20 -25lbs at a time. We roast our quality beans to the handcrafted traditions set forth by the Roasters Guild of America. This allows for the coffee to be given the special attention it deserves after so much work has been put into the growing, harvesting and selection process. Our small batch roasting gives each coffee roast its own characteristics. This technique allows the beans to be evenly roasted and gives our company the ability to offer the freshest coffee in town. We feel our customers deserve deliciously aromatic cups of coffee that small batch roasting can accomplish.

We have been perfecting our handcrafted roasting technique since 1998. Our coffee is roasted right here in Park City, Utah, amongst all the great views our city has to offer. The landscape of ski resorts, mining tunnels, endless biking trails & fresh mountain air contributes to the character of our coffee. Our locals have become so enthralled with our coffees that several patrons visit our roasting facility each day. They say they come for the smells and aromas but we know it's our personalities they enjoy. Our coffee is the freshest in town. You can taste the freshness in every cup of Park City Coffee. And why not, with the best snow, best trails, best mountain town, have the best coffee?

We think Park City Coffee Roaster would make a perfect compliment to the Park City Library.

Financial Stability: We have been in business for 17 years and have a long standing relationship with Zions Bank. We have never broken a rental agreement or lease, nor filed for bankruptcy. We have a very solvent, lucrative business model and hope to continue in this manner for years to come.

Liability, Dram Shop & Workers Compensation and Manufacturing Insurance: We already hold all of these types of Insurance up to \$2,000,000 in coverage due to the nature of our other contracts and business operations.

Business References:

John Harper Smith
Beverage Specialists
728 West 1355 South
Salt Lake City, UT 84104
(801) 264-0589

Sam Starnes
Starnes Distributing
3638 West 2100 South, Salt Lake City, UT 84120
(801) 974-4300

Daniala Cherry

Lead Account Representative

Intermountain Healthcare
daniela.cherry@imail.org
801-442-3661

Eric Wilkinson

Director Food and Nutrition

Intermountain Healthcare
eric.wilkinson@imail.org
435-251-2048

Thank you

A handwritten signature in black ink, appearing to read 'Rob Hibl', written in a cursive style.

Robert Hibl
Park City Coffee Roaster
rob.hibl@pcroaster.com
435-731-0482
www.pcroaster.com

Exhibit C - Request For Proposal

Park City Municipal Corporation

REQUEST FOR PROPOSAL

I. Services Desired

Park City Municipal Corporation (The City) is soliciting proposals for the operation of a coffee shop/café at the Park City Library, 1255 Park Avenue, Park City, Utah 84060. The service would operate at the Park City Library under a lease agreement with the City.

II. Background

The Park City Library is a community gathering place for the city. In the newly renovated library there will be places for people to study, several community meeting rooms, a collection of over 70,000 items, a new digital media lab, public art, computers for community use, an interactive children's area, and a dynamic teen area. There are two tenants in the building, aside from the library, including the Park City Film Series, and the Preschool Co-op. In January, the building also hosts the Sundance Film Festival. The Park City Film Series programs the Santy Auditorium approximately 110 days per year and the Sundance Film Festival programs the auditorium for 11 days each January. The City is still considering whether the café will be permitted to be operating during Park City Film Series Programs or the Sundance Film Series, both during daytime and evening programming. Once this scheduling is determined it will be posted on the City RFP website.

The goal of the coffee shop/café within this busy facility is to create a welcoming, multi-use environment that encourages library use including beverages and food for people to enjoy while holding meetings, using Wi-Fi, getting together for collaborative projects, studying, visiting for programs, social gatherings, or coming for books and other resources. We seek a long-term relationship with a vendor who seeks to be a welcoming part of our community fabric. The renovation added a number of flexible community meeting spaces that will be used and operated outside of and in addition to the library hours.

In addition to use of the library itself, there will also be many people coming to the building on a daily basis for numerous activities including morning preschool pick-up and drop-off and to play with dogs in the green space outside the library. We expect this to be a vibrant and active community center that will bring in more foot traffic than prior to the library renovation, which already saw over 110,000 visitors per year (averaging approximately 300 per day).

The hours of the library are: Monday through Friday 10 a.m. to 9 p.m.; Saturday 10 a.m. to 6 p.m. and Sunday 1 p.m. to 5 p.m. However, the space that is to be utilized by the coffee shop/café is outside of the library and may have different hours of operation, including early morning hours when residents are likely to stop by for coffee. Requested minimum hours of operation for the coffee shop are Monday through Friday 7 a.m. to 5 p.m.; Saturday 8 a.m. to 4 p.m. and Sunday 1 p.m. to 5 p.m. However, hours may be negotiated as part of the final lease agreement.

The coffee shop/café space consists of approximately 300 square feet. It will be located in the new grand entrance to the building that will include café tables for patrons which is in addition to the 300 square feet. The grand entrance has glass doors that open out onto an outdoor patio that will be open to the outside during warm months. Just outside the library is a green, open space where many residents play with their dogs and spend time visiting the library.

The City is seeking a qualified coffee shop/café operator to enter into a three year lease with the City to provide the Park City Library with food and beverage service. The City is finishing a remodel of the facility, including the café space.

For general economic and business information, please visit the Park City Chamber of Commerce and Visitors Bureau website at www.parkcityinfo.com/economic.

III. Type of Services

A. General. The selected lessee shall operate a coffee shop/café under a lease with the City. There will be no cooking allowed on site. The City anticipates opening of the library facility on or around June 1, 2015. The tenant will be allowed to begin the lease on May 15.

B. Type of Service. The following are preferred options of the City.

1. A quality variety of hot and cold beverages such as coffee, tea, smoothies and other like drinks with lids that will be consumed inside the library and out. A quality variety of pre-prepared food items will be served such as pastries, fruits, or other coffee shop fare.
2. Hours of operation will be agreed upon by concessionaire and the Library Director. It is preferred that the coffee shop/café be operated during the majority of library operating hours. It may stay open earlier or later as negotiated. Please submit proposed hours of operation. The operator will be allowed to be open during private rentals of the Santy auditorium. The lessor of the 3rd Floor & Santy Auditorium may prohibit outside food and beverage at their discretion. The coffee shop provider shall not offer popcorn, fresh or bagged.
3. Customer service must be excellent and meet all standards set by Park City Municipal Corporation and Library management. Employees should be competent, courteous, and professional in appearance.
4. Restaurant operator will be responsible for all product deliveries.

IV. Responsibilities of the Lessor

1. The City will provide a tenant improvements with a budget of \$15,000 - \$25,000 to be finalized through the lease process to provide necessary tenant improvements and infrastructure to operate a coffee concession including but not limited to counters, millwork, storage, sink, plumbing, electrical and other utility connections. We will

not provide specialty equipment or machines such as refrigerators or coffee machines. The café will not have a commercial kitchen. Food preparation shall be off site.

2. City will provide basic furnishings for the interior seating space.

IV. Responsibilities of the Lessee

1. Lessee will be required to enter into a written 3 year lease with the City.
2. Lessee must have insurance as outlined in the attached standard lease.

V. Content of Proposal

Proposal must be a maximum of 10 pages in length and be submitted in hard copy triplicate. They must include, but need not be limited to the following:

1. A statement detailing your experience and licensing. Provide current business licenses.
2. A rental fee proposal – The City has interest and willingness in considering multiple terms in lieu of a rental fee such as a % of profits, etc.
3. A description of proposed menu and pricing.
4. A statement of how you see the relationship between the restaurant and library being mutually beneficial.
5. Two business references including names and phone numbers.
6. Proposed hours of operation
7. Budget for tenant improvements

VI. Selection Criteria

The proposal will be reviewed and ranked by a selection committee composed of the Library Director and her designee's. Criteria to be used in evaluating proposals will include; but not necessarily limited to:

1. Successful experience in the coffee shop/café business.
2. Compatibility with the library and its operations.
3. Rental fee proposal. Price may not be the sole deciding factor.

4. Financial stability.
5. Menu options and pricing.
6. Environmentally friendly practices i.e. Recycling/donating/compost program for grounds; Eco cup sleeves; recycling cup sleeves; Promoting use/discount program for use of reusable cups; Recycling waste; Biodegradable disposable cups; Uncooked linguini noodles in place of wooden coffee stirrs, etc.
7. Compliance with the Park City business license requirements, including criminal background screening. See Title 4, Chapter 2 of the Park City Municipal Code. License will be required prior to start up.
8. The nature and extent of requested changes to our standard contract/lease (attached).
9. Familiarity with the Park City Community.
10. Park City Municipal's policy is, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

Important Dates:

Pre-Bid Meeting (recommended, not required)	February 20, 2015 – 3:00pm, 1255 Park Ave.
Proposals Due	February 27, 2015 – 5:00pm MST
Bidder Interviews, Review and Selection	February 28 – March 6, 2015
Anticipated Date for Council Review	March 12, 2015
Notification of Applicants	March 13 – 20, 2015
Deadline for Signing of Contract	March 31, 2015
Meetings to Design Build-Out	April 1 – 15, 2015
Coffee Shop/Café Construction	April 16 – May 15, 2015
Vendor Move-In	May 16 -30, 2015
Opening Day	June 1, 2015 (on our around)

Park City Municipal Corporation reserves the right to change any dates or deadlines. It reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

Applicants shall be interviewed by the Library Director and the selection committee with a decision reached in February or March, 2015. Proposals lacking required information will not be considered.

Award of contract is subject to approval by the City Council of Park City.

All submittals shall be public records in accordance with government regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to Utah Code section 63G-2-309. Proposals shall be good for six months.

Please submit proposals and/or any questions in writing to:

Adriane Herrick Juarez
Park City Library Director
Park City Library
P.O. Box 668
Park City, UT 84060
adriane.juarez@parkcity.org

Questions may be submitted February 12 – February 20, 2015. Responses will be sent on or before February 23, 2015.

Deadline for proposals is: 5:00 p.m. February 27, 2015. These must be submitted in triplicate hard copy.

Questions should be in writing and directed to Adriane Herrick Juarez via email: adriane.juarez@parkcity.org