PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
JANUARY 23, 2014

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, January 23, 2014.

Closed Session

3:15pm	To discuss Property, Personnel and Litigation
4:15pm	Break

Work Session

4:25pm	Council questions and comments and Manager's Report	PG 5
4:35pm	Mountain Accord (formerly Wasatch Summit) discussion	PG 7
5:05pm	Lower Park Ave RDA discussion	PG 28
5:50 pm	Break	

Regular Meeting
6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. APPOINTMENTS & RESIGNATIONS

Appointment of Karen Yocum as Cemetery Sexton

V. MINUTES FROM THE REGULAR MEETING ON JANUARY 9, 2014

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

VII. NEW BUSINESS

1. Consideration of Authorizing the City manager to execute Contract Amendment No. 4 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $70,627 and to execute Contract Amendment No. 9 to the General Services Contract with

Bowen Collins and Associates for construction engineering management services in the amount of $48,018 both for the Empire Avenue Reconstruction Project. PG 44

2. Consideration of Resolution setting forth a policy for Park City Cemetery Operations and Services and Repealing and Replacing Resolution No. 27-06 in its Entirety PG 60

   (a) Public Hearing
   (b) Action

3. Consideration of approval of the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2014, 2015 and 2016. PG 72

   (a) Public Input
   (b) Action

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: 01/20/2014 See: www.parkcity.org

TENTATIVE MASTER CALENDAR

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

January

23 **See agenda**

30 **No Meeting-Council Retreat**

29-31 **Council Retreat**

February

5 **JOINT Council/Planning General Plan meeting**

6 Friends of the Farm- study session 45 min Denise (place late on work agenda)
The Retreat at the Park First Amended Plat, located at 1450 & 1460 Park Ave Plat Amendment PL-13-01830- public hearing
The Fifth Supplemental Plat for Constructed Units at the Belles at Empire Pass Condominiums amending Units 10 & 11, located at 20 & 26 Silver Strike Trail- Amendment to Record of Survey PL 13-02096-public hearing
1255 Park Avenue, Park City Library plat amendment PL-13-001950, public hearing
115 Sampson Avenue Subdivision plat amendment PL-13-02035, public hearing
Ice Naming rights- Jon
Approval of a change in number of on-mountain affordable Housing units – Flagstaff Housing Plan and Development Agreement- Consent
ADD-Housing Authority for Flagstaff housing plan
PL-13-02180 – 901 Norfolk Avenue – Plat Amendment – Public Hearing and Possible Action A request for a Plat Amendment to fix the northwest lot line to show on the plat correctly.
PL-13-02183 – 225 Woodside Avenue (Fluter Subdivision) – Plat Amendment – Public Hearing and Possible Action Plat Amendment to combine 3.5 existing lots into 2 lots.

13 PW Update- Study Session- Blake 30 min
Ice Arena flooring contract- Jon (consent)
General Plan Review & Public Input
Risner Ridge- Heinrich
Sharrow Policy Discussion/Adoption
Blue Ribbon Commission Recommendations (WS 30 min)

20- **No Meeting**

27 Round Valley Annexation- Kirsten
Community Engagement Study Session
RAB Visioning update
General Plan Review and Public Input
Farm Animals – code amendments – Work – Deb
1314 & 1350 Empire Avenue – Plat Amendment -Combination of Lots 8-12, Lots 33-38 and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey. Public Hearing and Possible Action.

March
6 General Plan Final Action

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

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

Pending Items:
Latino Community outreach and engagement – study
Amendment to the housing resolution – for regular council – RS
Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah
Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW
Gamble Oak Easements, new, Heinrich
Consideration of City Property Disposition Resolution-Heinrich

To: **Honorable Mayor/Members of City Council**

From: **City Manager's Office**

MANAGER'S REPORT January 21, 2014

Cemetery Sexton: Submitted by: Ken Fisher

Cemetery Sexton Appointment: Pace Erickson had been the Cemetery Sexton for the Park City Cemetery until he retired from the city. As a result of his retirement the City has not had an official sexton. Karen Yocum has been filling the sexton role in an unofficial capacity.

I would like to nominate Karen Yocum to the position of Cemetery Sexton for the Park City Cemetery and ask that the Mayor & Council appoint her at the Council meeting on January 23, 2014.

Karen has done an outstanding job overseeing and administering the cemetery since it became a function of the Recreation Department back in 2005. Under her leadership and guidance all the paper records have been transferred to electronic records, she has developed policies for the administration of the Memorial Wall and has a close working relationship with our Parks Department so that burials occur without an issue. Karen has also been instrumental in working with the Parks Department and an outside vendor to make sure all the existing monuments are safely secured with pins.

Karen has developed a passion for the cemetery over the past several years and I believe she will make an excellent Sexton for the Park City Cemetery.

FITNESS IN THE PARK: SUBMITTED BY KAREN YOCUM

In February 2013 during RAB visioning, Council was supportive of staffing looking into the potential development of an outdoor fitness park. At that time a location had not been determined. Recreation staff and RAB representatives looked at various sites around Park City and decided the most appropriate site was at the Park City Sports Complex on the hill to the west overlooking the Sportexe Field. The reason this site was selected was for its central location for both teams practicing at the complex and for those accessing Round Valley. RAB & staff believe that this location will see the most use and provide the opportunity to schedule classes on the equipment.

Once a site was selected RAB and recreation staff researched various types of fitness equipment. We narrowed the potential equipment purchase down to three different vendors and asked them to submit plans & bids for the project. The bids were reviewed by a selection committee made up of staff members Karen Yocum, Ken Fisher, Matt Twombly along with RAB members Alisha Niswander and Kath Kahn.

The selection committee recommends that the City purchase the FitGround equipment. It is high quality and very up to date with current fitness trends. Staff believes the equipment will be attractive to those who are at the fields at Quinns for other activities as an added component to their activity or a stand-alone workout. The arrangement will also be enticing for potential scheduled fitness classes. The FitGround proposal is within the budget, ($29,428) including installation, ($35,000, project #cp0321) they will provide services within the specified timeline and will accept payment terms required by PCMC.

If Council is supportive of the above staff recommendation, a purchase agreement will be signed with FitGround and production will begin on product for our park. Staff anticipates the equipment will be installed in the spring.

City Council
Staff Report

Subject: **Mountain Accord Update**
Author: **Ann Ober**
Department: **Executive**
Date: **January 23, 2013**
Type of Item: **Informational**

Summary Recommendations:
Staff recommends that the City Council

1. Review the attached Early-Scoping Document;
2. Participate in the February 4, 2014 Mountain Accord open house; and
3. Schedule Mountain Accord updates on City Council's agenda every other month;
4. Plan on having a policy discussion regarding this project at the May 2014 Council discussion (the appropriate information to facilitate a policy discussion will not be available until May 2014)

Topic/Description:
The Mountain Accord (formally Wasatch Summit process) is currently in the Early-scoping phase. The Early-scoping phase will first seek input from and provide information to various public, agencies, and other stakeholders. This input will be used to refine program goals, identify issues to consider, and identify potential alternatives to evaluate in the subsequent scenario planning process. The desired outcome of the scenario planning process is an agreed-upon set of proposed actions to be carried forward to the next phase of planning and implementation. The Early-scoping phase is projected to be completed by January 31, 2015. Staff is providing this report to prepare the Council in advance of the February 4 Open House.

Background:
The intent of the Mountain Accord (formerly Wasatch Summit) is to jointly design the future of the Wasatch Mountains. The project scope is attached and staff would recommend Council review this document prior to the meeting.

This briefing is to provide Council with Park City specific details about process and representation. Laynee Jones, Mountain Accord Program Facilitator, will be present at the January 23rd meeting to assist in providing Council with an overview of the Mountain Accord program and process. The attached Early-scoping document also provides a detailed summary of the program and process.

The Mountain Accord has multiple levels of participation from Park City. Council Member Andy Beerman is representing Park City and the Wasatch Back on the Management Committees and Executive Committees. The Management Committee is charged with the management of the consultants, including the Mountain Accord

Program Facilitator. The Executive Committee is providing the political leadership needed to assure that outcomes are representative of each community and planning goal. At this point, there have been no policy discussions nor policy decision, only process discussions that, hopefully, will lead to each representative being able to bring his or her community's interests to the table.

Staff is representing Park City, and at times, the Wasatch Back, at all remaining meetings. Ann Ober is the current lead on this project, with significant leadership also being provided by Kent Cashel. Though this project originated as a transportation discussion, it has grown dramatically to be much more focused on all systems in the Wasatch including the environment, economy, land use, water, transportation, utilities, and recreation. These subjects have been narrowed into four overarching technical areas, which are:

- Environment;
- Transportation;
- Economic development; and
- Recreation.

Each technical area has developed its own committee to devise ideal scenarios. This process assures that ideas and opportunities are not eliminated too early in the decision-making and that all options remain in the project until each committee has had an opportunity to investigate and develop their proposals, with public and stakeholder input.

The lead staff for Summit County is Patrick Putt and for Wasatch County, Doug Smith. The three governmental teams have also developed a Wasatch Back working group to assure that our issues and needs are being addressed in a collaborative manner. The teams are meeting twice a month; once to discuss our issues internally and once with the Mountain Accord consulting team to assure those issues are being integrated into the broader process.

Timeline:

Within 2014, there are four key milestones for Phase 1. They are:

By May 2014 each technical team will have determined:

- Needs and Existing Conditions for their technical area
- Future trends
- Refined the vision
- Developed metrics

By August 2014

- The teams will come together to develop idealized system maps and visions

By November 2014

- The team will have integrated the four systems and developed recommended scenarios

By January 2015
- Executive Committee will select a preferred scenario

In the coming weeks and months, the team will run a public process to engage the community. The current consultant schedule for that process is:

January 28: Media Roll Out for Community Process
February 4: Park City Public Meeting at Park City High School
February 5: Salt Lake Public Meeting at Skyline High School
March 7: Early-Scoping Comment Period Ends

Department Review: Transportation, Sustainability, Legal

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Accessibility during peak seasonal times (+/-) Well-utilized regional public transit (+/-) Multi-seasonal destination for recreational opportunities	(+/-) Reduced municipal, business and community carbon footprints (+/-) Enhanced water quality and high customer confidence	~ Shared use of Main Street by locals and visitors	(+/-) Engaged, capable workforce
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Positive ⇧	Neutral ⇔
Comments:				

Recommendation:
Informational- no specific policy decisions are requested at this time. This update is provided primarily to enable local participation at the public open house on Feb. 4, 2014.

Attachments:
Wasatch Summit December 2013 DRAFT Early-Scoping Document

DRAFT Wasatch Summit Early Scoping Package

1. What is the Wasatch Summit Program?

Summary

The Wasatch Summit Program seeks to make integrated and critical decisions regarding the future of the Central Wasatch Mountains of Utah. The program will holistically evaluate and collaboratively address issues associated with transportation, environmental protection, watershed protection, economic opportunities, recreation, and land use within the Central Wasatch Mountains and adjoining valleys. A critical first step in this multi-phase program is initiating an early scoping process that seeks input from and provides information to the public, agencies, and other stakeholders. This input will be used to refine program goals, identify issues to consider, and identify potential alternatives to evaluate in a scenario planning process. The desired outcome of the scenario planning process is an agreed-upon set of proposed actions to be carried forward to the next phase of planning and implementation.

Background

The Wasatch Summit Program will integrate goals, aspirations, and recommendations generated from past plans and studies. A consistent message and finding from background work is that before any specific projects or actions—whether related to transportation, environment, economics or recreation—will be successfully implemented, a critical overarching need is to first understand the future of the Wasatch if no action is taken, and second, to define a comprehensive and collaborative understanding and plan addressing each of the major goals of Wasatch Summit Program.

The parties involved to this point share a common recognition that the increasing use of the Wasatch Mountains, population growth, increases in vehicular traffic, economic and development opportunities and pressures, air quality concerns, and potential effects of climate change could threaten the economy, water resources, environment, and quality of life for more than a million residents of and visitors to the region. As such, the Wasatch Summit Program is a collaboration of public and private interests intended to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch and adjoining areas, to preserve the legacy of the Wasatch and achieve the best possible future.

Study Area

The study area for Wasatch Summit includes portions of Salt Lake, Summit, and Wasatch counties (see Figure 1, Project Study Area). The area is approximately bounded on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, TRAX, and I-15), on the east by Park City and Wasatch and Summit counties, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon.

DRAFT

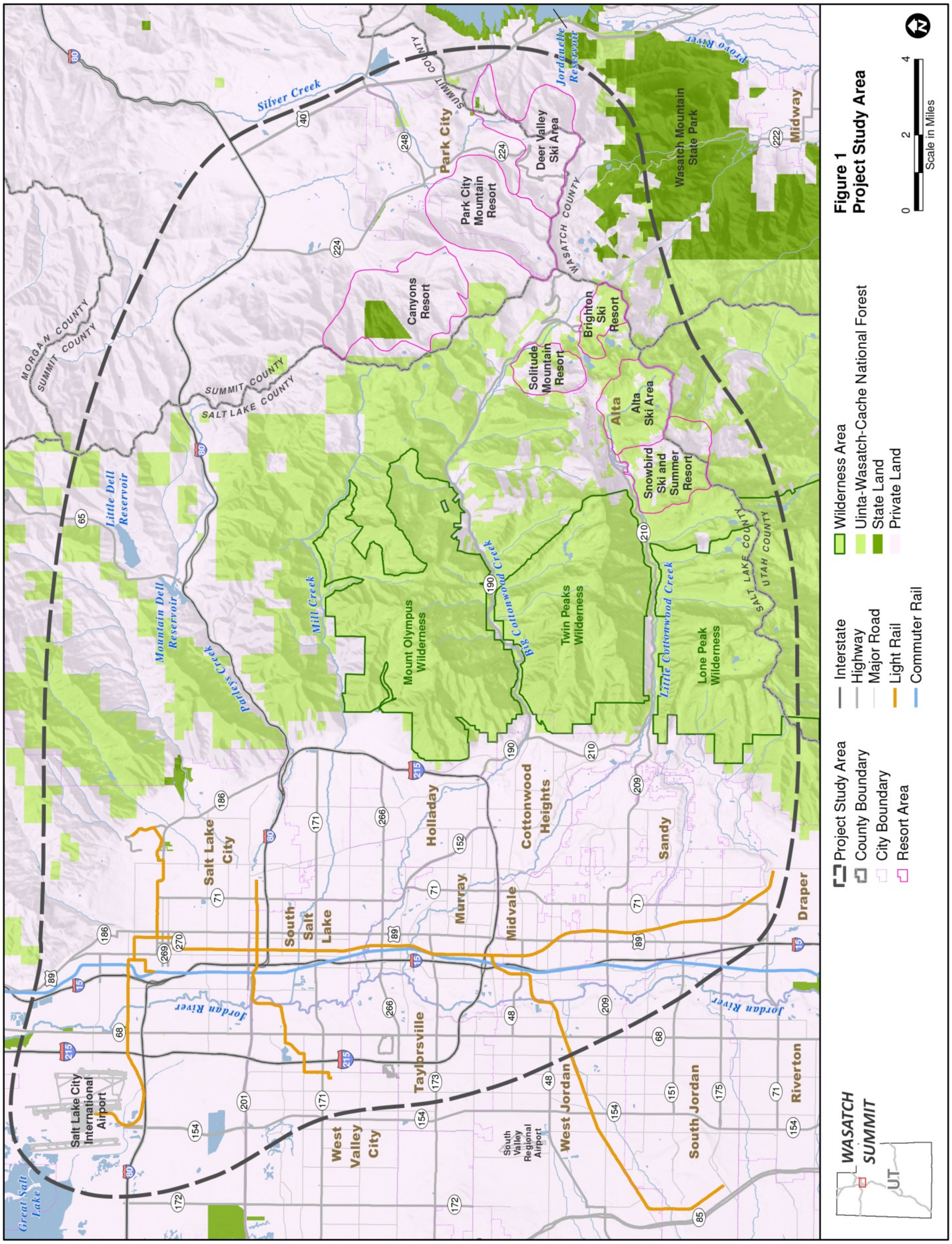


Figure 1
Project Study Area

The study area is generally defined by the area in which relevant and meaningful actions are likely to be considered. However, considerations of the Wasatch Summit Program will extend beyond the physical study area boundaries to include issues such as the potential impacts of visitors from other states and countries, as well as the impact that the Wasatch Summit Program could have on the statewide economy.

2. What is the purpose of this scoping document?

This document serves as a public invitation to provide early input on the early planning analysis, including the purpose and need for the project; the scenarios, range of alternatives, and impacts to be considered; and methods for communicating with the public and agencies. This information will help to frame regional decisions for transportation, environmental protection, economic opportunities, recreation, and land use in the Central Wasatch.

3. Who is sponsoring the Wasatch Summit Program?

Eleven governmental agency partners have contributed funding for the Wasatch Summit Program:

- Utah Department of Transportation (funding from State of Utah appropriation)
- Utah Transit Authority
- Metropolitan Water District of Salt Lake & Sandy
- Salt Lake County
- Summit County
- Wasatch County
- Salt Lake City
- Park City
- Sandy City
- Cottonwood Heights
- Town of Alta

An Executive Committee was formed to provide consensus-based oversight, solicit funding, resolve disputes, approve recommendations, and set the overall program direction and policy. Committee membership is comprised of elected officials, as well as representatives from governmental agencies, the business community, and non-profit organizations. Each partner agency listed above is represented on the Executive Committee. Additional members include representatives from the following:

- U.S. Forest Service (USFS)
- Federal Transit Administration (FTA)
- Federal Highway Administration (FHWA)
- Utah State Legislature
- State of Utah, Governor’s Office
- Wasatch Front Regional Council

- Salt Lake Chamber of Commerce
- Save Our Canyons
- Outdoor Industry Association
- Ski Utah

4. What are the Wasatch Summit Program goals and needs?

The overarching goal of Wasatch Summit is to preserve and improve the natural environment of the Wasatch Mountains and adjoining areas to ensure the prosperity, character, livability, and well-being of the region. Key components of this goal include establishing a modern, environmentally sustainable transportation system; environmental stewardship; water resource and watershed protection; air quality improvements; a vibrant economy; and quality recreational experiences. These goals—developed and agreed upon by the Executive Committee—will serve as the basis for further scenario development and evaluation, as described in Question 7 below.

The program is driven by the need to:

- Address increasing work and recreational trips between Salt Lake County vicinities and Wasatch Mountain locations in Salt Lake, Summit, and Wasatch counties.
- Support water resource and watershed protection goals.
- Support environmental, land use, and forest management plan goals.
- Sustainably address increasing demand for recreational use and development of the Wasatch Mountains.
- Improve air quality in the Salt Lake Valley to maintain U.S. Environmental Protection Agency standards, as well as minimize further air quality degradation in Summit County and the Wasatch Mountain locations.
- Improve road safety within the Central Wasatch Mountains.
- Protect the range of unique characteristics of the Central Wasatch Mountains, including the opportunity for wilderness experiences adjacent to a major metropolitan area.

Many elements of each program goal have undergone analysis and community planning efforts. For example, based on previous studies, input, and coordination among the project partners, the transportation purpose of the project is to improve regional connectivity and to facilitate safe, convenient, and reliable year-round transportation to destinations within the Central Wasatch Mountains from the population bases, recreational destinations, and regional transit networks in the Salt Lake Valley, Park City/Summit County, and portions of Wasatch County. Based on previous studies, plans, and efforts addressing water supply, watershed protection, and land conservation, the purpose is equally to integrate decisions about infrastructure and resources holistically and considering the program goals in balance with one another.

5. What previous studies and plans led to the Wasatch Summit Program, and what did those studies conclude?

The Wasatch Summit Program is the culmination of numerous previous plans and studies that have recommended a comprehensive, formal analysis of long-term solutions to each program area. Specifically, the *Wasatch Canyons Tomorrow* and *Mountain Transportation Study* led directly to the Wasatch Summit Program. Additionally, several plans provide a management or regulatory framework for the land and resources of the area. The studies and plans summarized in Table 1 are especially relevant, but do not represent an exhaustive list (additional studies are available at www.wasatchsummit.org). The program is seeking input regarding goals and recommendations of other studies and plans that are not included here or on the website.

Table 1: Previous Plans, Studies, and Recommendations

Study & Purpose	Goals / Recommendations
Mountain Transportation Study (2012): Assess feasibility of alternative transportation modes in the Big and Little Cottonwood Canyons in Salt Lake County	• Initiate formal evaluation of a long-term significant transportation investment considered within the context of land use, conservation, development, and watershed protection.
Wasatch Canyons Tomorrow (2010): Obtain public opinion for desired future conditions for the Wasatch Mountains in Salt Lake County	• Prioritize protection of high-priority lands while respecting private property rights. • Offer diverse, high-quality recreation while protecting natural resources. • Reduce congestion, improve air quality, and facilitate access and safety while maintaining high-quality recreational experiences and protecting natural resources (specific recommendations include evaluating connections from TRAX to the mouth of the Cottonwood Canyons and a mountain rail line up Little Cottonwood Canyon).
Salt Lake County - Blue Ribbon Commission Final Report (2013): Guide Salt Lake County General Plan and Foothills and Canyons Overlay Zone ordinance revision process	• Balance environmental protection and property rights. • Maintain protection of drinking water as primary driver. • Identify realistic and practical land uses and recognize environmental protection, aesthetics, safety, etc. through base zoning. • Examine transfers of development rights or property purchases for constrained properties. • Create Mountain Resort Zone for mountain resort areas recognizing the year-round functions/needs. • Accommodate diverse recreational uses across all seasons including opportunities for less able-bodied users.

Table 1: Previous Plans, Studies, and Recommendations

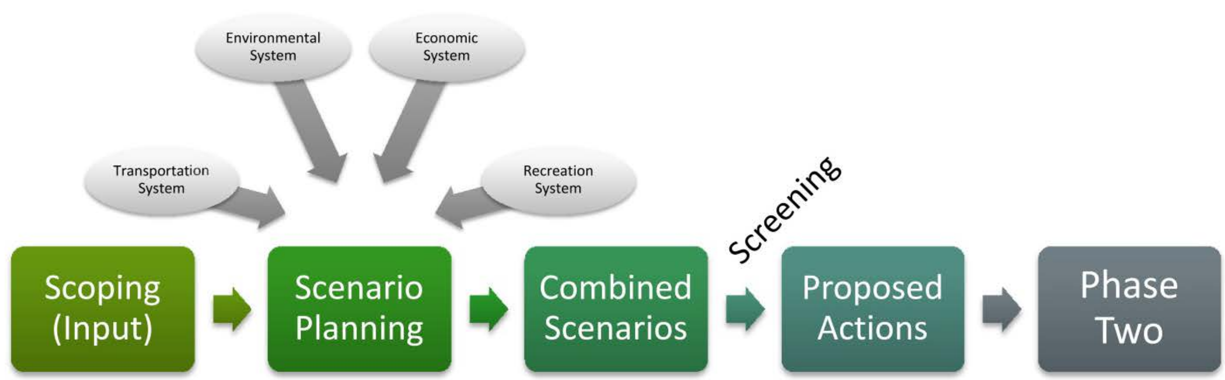
Plan & Purpose	Desired Future Conditions / Policies
Wasatch-Cache National Forest Plan (Revised 2003): Broad level direction for management of the land and its resources	• Provide long-term supply of high-quality water to Salt Lake Valley. • Maintain or restore habitat. • Maintain wilderness character in wilderness and low use pristine areas. • Meet increasing demand for trail system while maintaining watershed. • Balance array of recreation opportunities while maintaining stable watersheds and environmental resources.
Salt Lake City Watershed Management Plan (1999): Guiding document for watershed management to preserve water quality for Salt Lake Valley	• Maintain excellent water quality; management emphasis prioritizes water quality first and multiple use second. • Canyons are protected to maintain healthy ecological balance with stable environmental conditions, healthy streams and riparian areas, and minimal sources of pollution. • City will oppose or seek to modify, control, regulate or influence proposed development or activity that threatens watershed or water quality.
Park City General Plan DRAFT (2013): Guiding document for land use, transportation, open space, resource conservation, recreation, historic preservation, and economic development	• Small town: promote balanced, managed, and sustainable growth. • Natural setting: respect and conserve the natural environment. • Sense of community: foster a strong sense of community vitality and vibrancy; promote a diverse, stable, and sustainable economy. • Historic character: preserve a strong sense of place, character, and heritage.
Salt Lake County Wasatch Canyons Master Plan (1989): Guiding document for land use decisions in the seven major Wasatch canyons in Salt Lake County (updates are in progress for Big and Little Cottonwood and Parley's Canyons)	• Continue to cooperate with USFS and Salt Lake City to implement watershed policies to maintain excellent water quality. • Work with Town of Alta, Salt Lake City, and USFS to jointly develop criteria for private land acquisition to ensure access to public land, protect scenic or sensitive areas from development, protect the watershed, and reduce user/property owner conflicts. • Ski resort boundaries should remain within USFS permit areas, expansion onto private lands can be considered; new residential lots, subdivisions, and permits should be limited to the most suitable sites. • Reduce private vehicular traffic in the Cottonwood Canyons during peak periods; encourage use of mass transit in short term; pursue mountain transportation system for longer term.

Table 1: Previous Plans, Studies, and Recommendations

Park City 2030 (2012): Strategic framework to define a community vision for 2030	• Provide accessible and world-class recreational facilities, multi-seasonal destination for recreational opportunities, accessibility during peak seasonal times. • Maintain balance between tourism and local quality of life. • Provide well-utilized regional public transit. • Preserve abundant and publicly accessible open space; provide cluster development while preserving open space. • Manage natural resources while balancing ecosystem needs. • Provide and maintain adequate and reliable water supply, enhanced water quality, effective water conservation program. • Reduce municipal, business, and community carbon footprints. • Preserve celebrated history; protect national historic district.

6. What process will be used to identify and evaluate issues and potential alternatives?

Over the next year, the project team will implement Phase One of the Wasatch Summit Program, defined primarily by scenario planning—an intensive and deliberate process of developing and evaluating potential future scenarios for the Central Wasatch. The scenarios will address the program's transportation, environmental, economic, and recreation goals. This process will draw from public input, analysis of existing and projected future conditions, and collaboration among agencies and other stakeholders. Phase One is intended to culminate in a broad agreement on a preferred scenario for the future of the Central Wasatch, including proposed actions to achieve the program's diverse goals.



Upon reaching broad agreement of a preferred scenario, the program will progress to Phase Two with a focus on advancing the proposed actions through the appropriate agencies and other entities that have the authority to implement them. Some of the actions will require federal funding or federal agency approvals and will be subject to formal review under the National Environmental Policy Act (NEPA). NEPA review may require that detailed analysis of the actions and their environmental impacts be recorded in a document such as an environmental impact statement (EIS). The NEPA lead agencies, the appropriate NEPA process, and the type of NEPA documents to be prepared can only be determined after there is agreement on various proposed actions to advance.

The proposed actions carried forward into Phase Two will address transportation, environmental, economic and recreational goals, and other potential land use changes. Transportation proposals may include the identification of a preferred corridor and mode and may seek funding through FTA and/or other federal agencies. If FTA determines that a transportation proposal may be eligible for FTA funding, they will determine the appropriate NEPA process and type of documentation. For example, if FTA were to determine that the proposed project would be likely to cause significant environmental impacts, then the agency will require the preparation of an EIS. Similarly, other federal agencies may require an EIS or other documentation of NEPA compliance, depending on the actions proposed. The NEPA process (or processes) in Phase Two will build on the scenario planning work completed in Phase One and may take two or more years to complete, depending on the nature of the proposed actions and their impacts. Simultaneously, the proposed actions that do not require federal agency approvals or funding will follow a parallel path of decision-making.

7. What kinds of alternatives or actions will be considered in the Wasatch Summit Program?

The Wasatch Summit Program is complex and covers a broad range of issues and goals. The proposed process will organize information, participants, and solutions around four “systems” based on the program’s goals: transportation, environment, economy, and recreation. These systems will then serve as the framework through which needs, issues, and potential future scenarios are developed and analyzed. The first step in scenario planning will involve resolving conflict within and optimizing each system. The next step will then combine the four systems into scenarios for evaluation. Public input is being solicited on the systems approach and other aspects of scenario planning.

Each system is further described below, including a summary of existing conditions, the need for solutions, and the system’s relationship to scenario planning. In addition, the descriptions also summarize any types of alternatives or recommendations that have been identified by previous studies and those that are likely to be among the alternatives or actions considered in the program’s analyses. Public input is being sought during the early scoping process to reach agreement on a proposed study process, as well as refine the list of issues and potential solutions to be considered as a part of the Wasatch Summit Program.

Transportation

How to address access and other transportation issues to and within the Wasatch Mountains, while protecting the watershed and natural environment and respecting the array of uses, is an important question for the future of the Central Wasatch. The existing transportation system is shown in Figure 2, Existing Transportation Network.

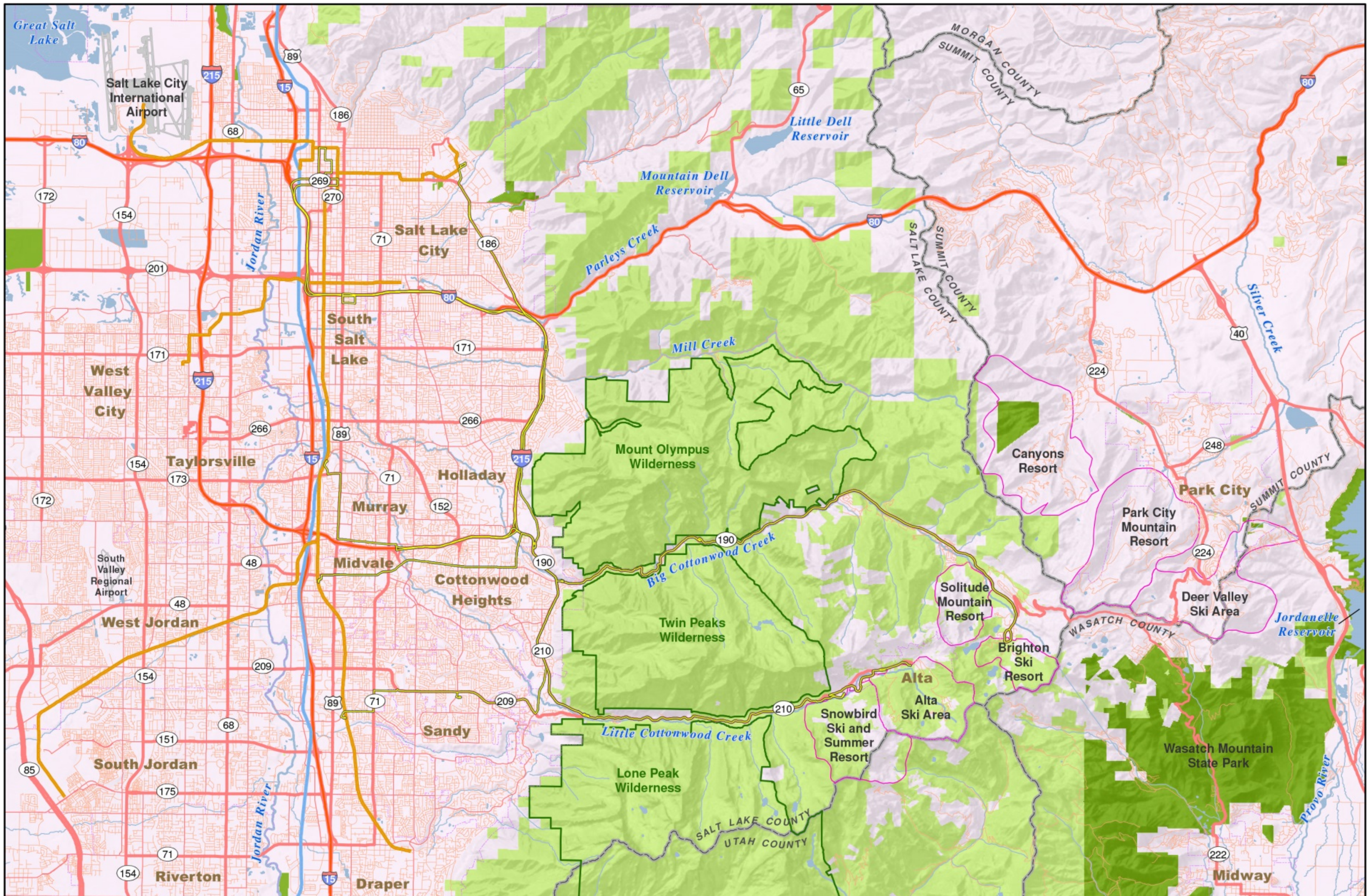


Figure 2
Existing Transportation Network

Three main roads access the canyons between the Wasatch Front and "Wasatch Back" of Summit and Wasatch counties:

- I-80 connects the Salt Lake Valley to Summit County via Parley's Canyon. I-80 is a six-lane interstate and freight corridor of national significance.
- SR-190 is a two-lane road up Big Cottonwood Canyon that ends at Brighton. In the summer, SR-190 connects to the Wasatch Back via Guardsman Pass (SR-224 to Park City/Summit County) and (SR-222 to Midway/Wasatch County). SR-190 is closed in the winter.
- SR-210 is a two-lane road up Little Cottonwood Canyon that ends at Alta. SR-210 does not connect to the Wasatch Back. Both SR-210 and SR-190 have sections of steep grades that can create issues, especially in inclement weather.

SR-224 and SR-248 are also key roads in Summit County:

- SR-224 is a five-lane highway that connects I-80 to Park City and ends at Guardsman Pass. The interchange with I-80, Kimball Junction, currently experiences congestion due in large part to the growth in the whole Snyderville Basin of Summit County.
- SR-248 is a two- to five-lane highway connecting Park City to US-40. SR-248 provides the link to the population base of Wasatch County, namely Heber City and Midway.

Recommendations and Alternatives from Previous Plans and Studies

The following future improvements were recommended through the adopted *Wasatch Regional Council Regional Transportation Plan* and/or the *Unified Transportation Plan*:

- Widen I-80 between Salt Lake City and SR-224.
- Upgrade I-80 interchanges with SR-224 and the mouth of Parley's Canyon.
- Construct an avalanche snow shed over SR-210 at White Pine Chutes.
- Implement bus rapid transit service from Salt Lake City Intermodal Hub to Little Cottonwood Canyon.
- Expand park-and-ride lots at the mouths of Big and Little Cottonwood Canyons.
- Improve transit service in the Big and Little Cottonwood Canyon corridors.
- Fund and expand transit service that will more easily access the Wasatch Canyons.

Significant population growth in the next 30 years and the anticipated corresponding growth in recreational visits to the Wasatch Canyons from all directions present a potential major strain on the existing transportation network as well as potential development in and near the canyons. Addressing transportation issues in the context of protecting the watershed and natural environment from overuse and development is one of the most important questions for the future of the Wasatch Canyons.

Recommendations from the *Mountain Transportation Study* include short-term improvements that could be implemented while longer-term improvements undergo the NEPA, design, and construction processes.

Short-term examples include express bus service, transit and high-occupancy vehicle priority, and access management at Snowbird and Alta. The study also recommends initiating the NEPA process for a longer-term significant transportation investment considered in conjunction with land use, conservation, development, and watershed protection (this recommendation helped initiate the Wasatch Summit Program).

The *Wasatch Canyons Tomorrow* process evaluated five transportation scenarios. Of those scenarios, participants expressed overwhelming support for an increase in public transportation service and amenities. For example, 88 percent of participants favored expanding year-round public transportation in Big and Little Cottonwood Canyons, and 90 percent favored extending transit service from Salt Lake City to Summit County. The latter has recently been implemented between the two communities. In response, the *Wasatch Canyons Tomorrow* Steering and Technical Committees evaluated many public transportation improvements, and provided the following specific recommendations:

- Expand from winter-only to year-round transit service in Big and Little Cottonwood Canyons.
- Continue to look for and promote ways to improve road-cycling safety for both transportation and recreation.
- Prepare and implement updated road corridor avalanche control plans for Big and Little Cottonwood Canyons.
- Study the feasibility of extending Utah Transit Authority TRAX to a transit hub at the mouth of Big Cottonwood Canyon or Little Cottonwood Canyon to serve shuttles and buses to Mill Creek and Big and Little Cottonwood Canyons.
- Develop express bus transit service between downtown Salt Lake City and Summit County/Park City (this recommendation has since been implemented).
- Conduct a feasibility study of extending a mountain rail line up Little Cottonwood Canyon to Snowbird and Alta (considered in *Mountain Transportation Study*).
- Study the feasibility of alternative transportation for Mill Creek Canyon.
- Implement recommendations from the *Big and Little Cottonwood Canyon Scenic Byways Corridor Management Plan*.

Finally, goals from the *Park City 2011 Traffic and Transportation Master Plan* including the following:

- Manage SR-224 and SR-248 as important gateway corridors for mobility and economic vitality.
- Manage congestion through transit, carpooling, managed lanes, and other measures to increase vehicle capacity.
- Provide transit connectivity within Summit County and to Salt Lake and Wasatch counties utilizing the existing road network.

Environment

Environmental systems include the land, air, and water in the study area that not only support the quality of life in the region, but also support wildlife and biodiversity. Given the relative richness of environmental quality of the Wasatch Mountain range, there has been a long-term focus on protection of the land and water to sustain that quality. The environmental systems in the urban area are also important, and significant attention has been placed on mitigation of urban impacts to water, air, and land.

Protecting and preserving the health of the watersheds is critical to meeting the existing and future water supply needs, as well as meeting statutorily defined beneficial uses of the stream systems of the region. The watersheds are irreplaceable—as in most western regions, water resources in the study area are precious and limited. Watershed protection has been a priority for the Wasatch Front since 1904 when the Salt Lake Forest Reserve was established for long-term protection of Salt Lake City's water supply. Similar water resource and watershed protection concerns exist in the Summit County and Wasatch County portions of the study area. Much work has been conducted surrounding watershed protection because the region's population relies on the Wasatch Mountains for water supply and because some of the major regional river systems are either not meeting state water quality beneficial use criteria or are in danger of becoming out of compliance.

As shown in Figure 3, Environmental Existing Protection, a large portion of the Central Wasatch Mountains is under USFS jurisdiction. USFS uses management prescriptions to direct how land is managed. The underlying premise of USFS's resource management is the need to provide long-term, high-quality culinary water to the Salt Lake Valley. Salt Lake City also has legal jurisdiction throughout the Salt Lake County portion of the Wasatch Mountains associated with watershed protection; USFS manages designated watersheds in cooperation with Salt Lake City.

Wilderness-level designation is one of the highest levels of protection that public lands can receive and can only be created or removed by an act of Congress. There are currently three designated wilderness areas in the Central Wasatch with additional areas in proposed wilderness legislation. In addition, the public has invested heavily in land conservation efforts—thousands of acres in the Central Wasatch have been protected for open space and watershed protection purposes during the last several decades through voter-approved bond funds, grants, and land preservation funds associated with Salt Lake City's water use fees.

Projected population growth will increase stress on natural resources and result in new or additional environmental management challenges. Air quality is a concern along the Wasatch Front. The combination of atmospheric inversions during winter months with automobile and other emissions leads to a thick fog of dirty air. In addition to growing population, climate change poses additional longer-term challenges associated with water resources and other environmental and natural resource conditions. In addition to concerns about water supply, climate change introduces other environmental, economic, and recreational considerations. Less snow in general or snow only at high elevations may have consequences to the ski industry and may change recreational patterns. Practices related to suppressing wild fires may change.

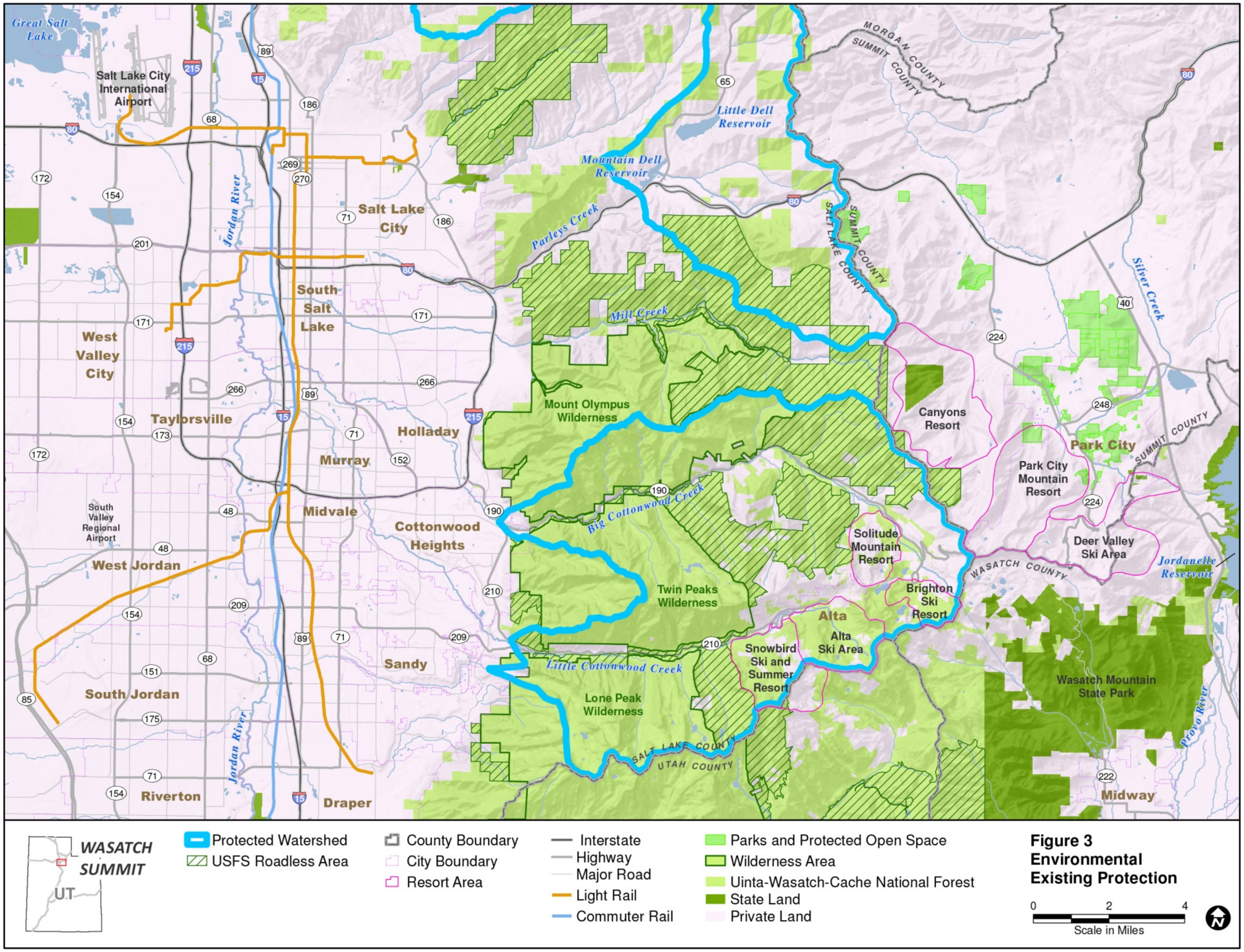


Figure 3
Environmental Existing Protection

Recommendations and Alternatives from Previous Plans and Studies

Environmental protection and improvement recommendations from the *Wasatch Canyons Tomorrow Final Report* and the *Salt Lake City Watershed Management Plan* include the following:

- Enforce existing provisions of the Foothills and Canyons Overlay Zone and restrict variances that circumvent protections.
- Increase funding for the purchase of high-priority lands.
- Work with the Utah Water Quality Board to fund revolving loans to incentivize upgrading septic systems or to pay for connections to sewer lines.
- Study strategies to incentivize development in appropriate areas and to preserve open space (for watershed, recreation, scenic value and wildlife).
- Review residential and commercial development for any project that may affect water quality.
- Continue education regarding the use of water and protection of water quality.
- Examine management strategies for dispersed recreation and its enforcement.
- Stay current with innovations in land and water rights acquisition and ideas for expanding partnerships.
- Continue and refine fire management and garbage collection.
- Continue water-quality monitoring.

Environmental protection and improvement goals and objectives from the *DRAFT Park City General Plan* include the following:

- Conserve a connected, healthy network of open space; protect natural areas critical to biodiversity and healthy ecological function.
- Buffer entry corridors from development and protect mountain vistas to enhance the natural setting, quality of life, and visitor experience.
- Prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.
- Minimize further land disturbance and conversion of remaining undisturbed land areas to development.
- Encourage development practices that decrease per capita carbon output, decrease vehicle miles traveled, and contribute to the community emission reduction goal.
- Encourage efficient infrastructure.
- Implement climate adaptation strategies.

In addition, numerous studies, plans, and regulatory actions exist to protect water quality as well as restore compromised streams that are not in compliance with water quality statutes. The Utah Department of Environmental Quality and U.S. Environmental Protection Agency have issued requirements for the restoration of streams that do not currently meet state and federal water quality standards in the study area, including (but not limited to) Silver Creek, Little Cottonwood Creek, and the Jordan River. A complete list of impaired streams in the study area can be found at: http://www.waterquality.utah.gov/TMDL/index.htm.

Economy

The Wasatch Mountains are a significant economic engine in the overall economy of the State of Utah due to the direct economic effects of tourism, skiing, and recreation, as well as the area's draw to companies looking to start or expand their business. The proximity of the Wasatch Mountains to Salt Lake City and the other Wasatch Front and Back communities makes northern Utah an extremely attractive location to do business for outdoor recreation companies and other industries alike. Paired with northern Utah's great transportation infrastructure, the area's recreation opportunities are a key lifestyle attribute taken into account when selecting a business location.

Data reported in the *Wasatch Canyons Tomorrow Final Report* indicate that there were more than 4 million skier days recorded in 2006, and the number of skiers from outside Utah was then approaching the number of resident skiers. In 2007, more than 600,000 skier days were reported in Big Cottonwood Canyon, and more than 1 million skier days were reported for Little Cottonwood Canyon. Statewide spending on skiing and snowboarding that year was estimated at $1.06 billion. Other summer and winter recreational opportunities in the Wasatch Mountains attract out-of-state tourists and support in-state spending on recreational equipment, lodging, and year-round use of the canyons.

Given the attractiveness of the area for businesses and residents, real estate development is also an important sector to be considered in the economic analysis for the program. As the *Wasatch Canyons Tomorrow Final Report* notes, however, the economic benefits conferred by the resources of the Wasatch Canyons, and the pressures of increasing use, need to be considered in the context of the health of the ecosystems and natural values that support those benefits.

Recreation

The wide variety of commercial and non-commercial recreational opportunities in the Wasatch Mountains and adjacent valleys attracts local, regional, national, and international users (see Figure 4, Recreation). The majority of Utah's residents live in communities along the Wasatch Front and Back, and the mountains and foothills play a vital role in providing recreational opportunities that contribute to the healthy, active lifestyles of the population and attract new businesses and residents to the area. As a testament to the popularity of recreation in the Wasatch Mountains, the Uinta-Wasatch-Cache National Forest, which administers the majority of the land in the mountain range in Salt Lake County, is among the five most heavily visited national forests in the country. In Summit and Wasatch counties, where the majority of the land in the range is privately owned, residents have approved substantial bonding measures to acquire and protect open space, parks, and develop a nationally recognized trail system.

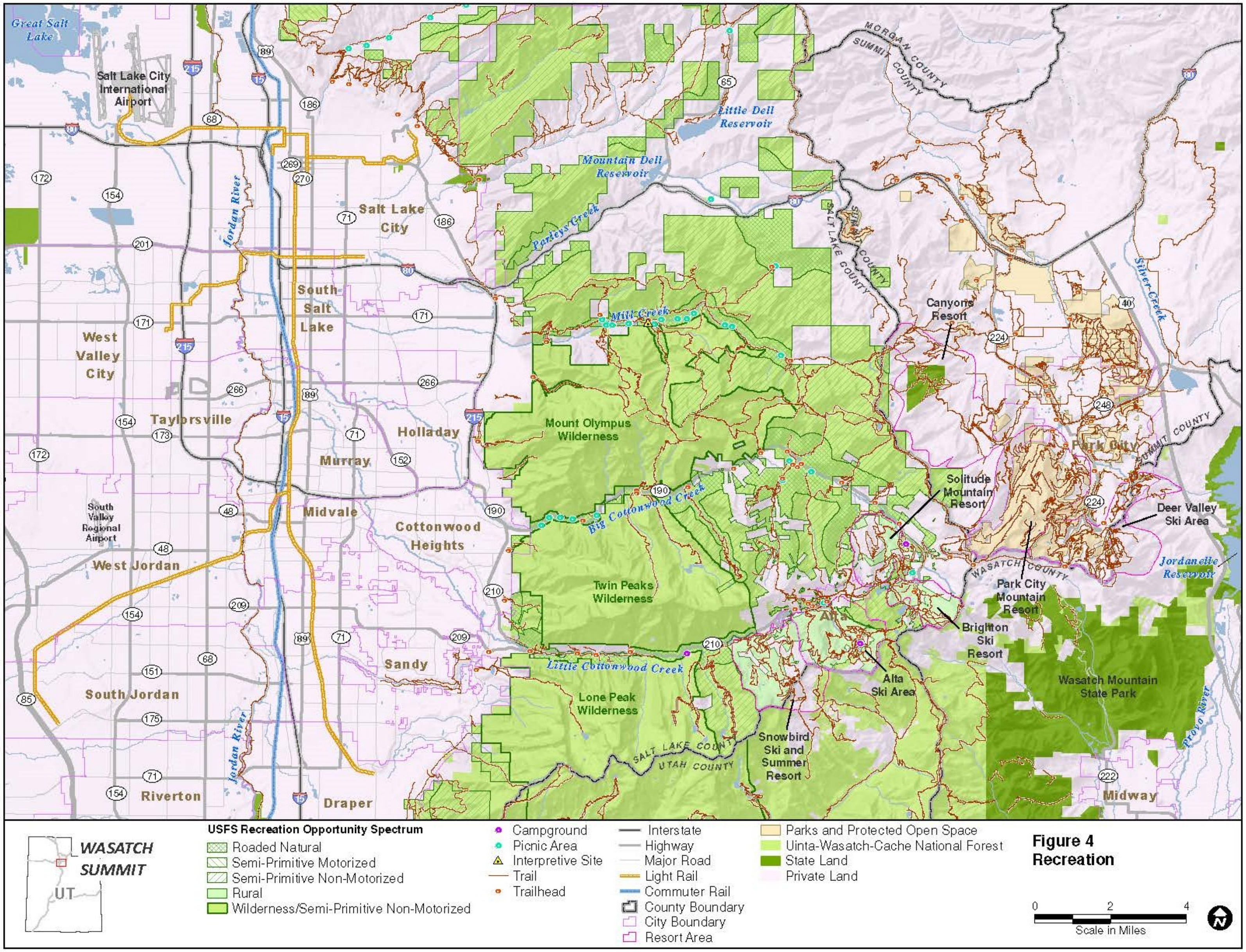


Figure 4
Recreation

The commercial and non-commercial developed and dispersed recreational opportunities in the Wasatch Mountains include resort and backcountry skiing and snowboarding, mountain biking, hiking and backpacking, jogging, sightseeing and scenic driving, fishing, hunting, rock and ice climbing, snowshoeing, picnicking, camping, photography, nordic skiing, sledding, wildlife viewing, road cycling, and dog walking. Due to the level of use the mountains receive, high levels of visitor interaction are common in both developed and dispersed recreational activities and can affect the visitor experience. Additionally, natural resource degradation as a result of over or improper recreational use is noticeable in some locations.

The demand for recreational uses in the Wasatch Mountains is expected to increase as the population of local communities and numbers of visitors continue to grow. Additional increases in recreational use could further strain the quality of recreational experiences, increase competition for finite recreational resources between user groups, increase pressure to develop private land used for public recreation, and increase natural resource degradation within the ecologically sensitive and geographically limited area.

Recommendations and Alternatives from Previous Plans and Studies

Issues related to increasing and competing recreational uses of the Wasatch Mountains are not new and have been evaluated in past studies of the area. Recommendations to improve recreational opportunities from *Wasatch Canyons Tomorrow* and other studies (some of which are being planned or are in various stages of implementation) include the following:

- Implement fee-based parking management in Big and Little Cottonwood Canyons.
- Acquire private lands and/or easements for recreational access.
- Conduct a trails capacity study and implement capacity management.
- Develop additional trails and parking areas.
- Develop a climbing management plan.
- Develop additional year-round recreational opportunities at ski resorts.
- Promote lesser-used recreation areas to alleviate recreational pressure in high use areas.
- Develop or designate additional off-leash dog areas.

These and other issues and potential solutions are likely to be included in the alternatives considered in the scenario planning process. Public input will be sought during early scoping to refine the issues and potential solutions to be considered as a part of the Wasatch Summit Program.

8. How will environmental resources be identified and evaluated?

Environmental resources, including the natural, built and human environment, will be identified in Phase One to set the context for considering future scenarios. This initial work will rely primarily on existing data and forecasts in addition to input gathered during early scoping and scenario planning.

Many of the environmental resources in the study area are discussed under Question 4, above, including watershed, water resources/water quality, air quality, habitat, wilderness, and recreation. Other resources will be identified during the early scoping process and could include cultural resources, communities and neighborhoods, parks, infrastructure, and others. Scenario planning will consider how various future concepts for the Central Wasatch would be likely to affect these resources.

In Phase Two, with a focus on specific actions, the analysis of potential impacts can and will be more detailed. Any proposed federal agency actions will be subject to NEPA review and documentation, as described under Question 6 above. NEPA analysis will include fieldwork to further define existing conditions and potential impacts as well as proposed mitigation measures.

9. How will the public be involved in Wasatch Summit?

Public involvement and input is essential to the success of the Wasatch Summit Program. In addition to early scoping, all interested parties will be invited to provide official comments regarding needs and issues related to the proposed effort. These comments will aid the Executive Committee in identifying issues and determining the scope of the study.

During early scoping, the public can submit feedback through various channels: the program website, public meetings, and a series of regional town hall–style meetings (to be held in spring 2014). Public early scoping meetings will be held on February 4, 2014, at Park City High School (1750 Kearns Boulevard, Park City), and on February 5, 2014, at Skyline High School (325 East 3760 South, Salt Lake City). Comments can also be mailed to the program at 375 West 200 South, Suite 275, Salt Lake City, UT 84101.

A Twitter account will serve as a supplemental online component to engage with a broader audience and gather additional input. Interested parties can get involved and be added to the mailing list by filling out the form on the project website at www.wasatchsummit.org, or by contacting the Public Involvement Team:

Katie Kourianos
Public Involvement
Wasatch Summit Program
(435) 650-4030

Additional opportunities for public involvement will be announced through these channels, as well as through public notices, city websites and utility billings, media coverage, and social media.

City Council Staff Report

Subject: Lower Park RDA
Author: Nate Rockwood
Department: Budget, Debt & Grants
Date: January 23, 2014
Type of Item: Informational

Summary Recommendations:

The intent of this report and presentation is to provide Council with a basic understanding of the Lower Park RDA in terms of funding and budget structure in order that Council may make well-informed decisions regarding current and future projects in the area.

If it is the intent of Council to fully understand and have a completed (to the extent possible) RDA Master Plan before approving project funding levels, it is the recommendation of the Budget Department that Council direct staff to delay the Library Renovation project until an adopted RDA Master Plan is completed. If however, Council determines that the Library Renovation project is the top priority of the RDA, Council should direct staff to continue with the project and adjust the RDA budget once the total cost of the project is presented. Adjustments will be made as part of the regular CIP budget process. No recommendation is required on this issue until cost assessments of the Library Renovation project are completed. Those are expected to be presented to City Council in mid to late February.

Background:

The Lower Park Avenue project area of the Park City Redevelopment Authority (LPA RDA) was created in 1990 for the purpose of financing community and economic development projects within the project boundaries via tax increment. The LPA RDA has collected over $30 M in net tax increment since 1991, which has been reinvested in the area in order to help generate $443M in assessed taxable value.

Over the years, a “haircut provision” has gradually come into effect resulting in 40% of the tax increment going to the originating taxing entity while 60% remains in the RDA. The haircut provision was included in state code in 1983 for the intent of stepping down the amount of increment generated by a RDA over the life of the RDA from 100% to 60% and returning a portion of the increment to the taxing entities. In 1997, the “haircut provision” was removed from state code and replaced with a more restrictive cap on the total increment dollar amount of an RDA. In addition to this haircut, the RDA makes a mitigation payment to the Park City School District pursuant to a mitigation agreement.

On September 18, 2012, the LPA RDA was extended through 2030 by vote of the Taxing Entity Committee (TEC). The TEC is comprised of eight representatives of the taxing districts (two from each of the City, County, and School District, and one from the remaining taxing districts – in this case the Fire District – and one from the State Board of Education). A simple majority vote (five votes) was required to approve the extension.

As part of the extension process, City Council held a series of LPA RDA planning sessions, which ultimately resulted in a LPA RDA conceptual plan (Concept Master Plan, adopted by Council January 7, 2010) and included a list of proposed potential LPA RDA Projects for 2015-2030. This Concept Master Plan and project list was presented to the TEC as part of the extension process. The report originally included in the TEC packet does a good job summarizing the proposed extension plan and includes relevant studies and agreements (Attachment A – some technical elements such a draft resolutions and TEC meeting minutes have been removed from this attachment to reduce the length of the document). The Council also considered a more specific master plan for the neighborhood redevelopment portion of the original January 2010 Master Plan on January 27, 2011. The neighborhood plan included two density scenarios, land use and site planning options, pro-forma analysis.

The RDA does not have any impact on the amount of property tax that a property owner pays. It simply designates that any incremental property taxes collected in that area, over and above the property taxes generated at the start of the RDA, must be reinvested in that area. Neither the extension of the RDA, nor the original RDA agreement, stipulates specific projects that may or must be pursued by the RDA. The intent being that Council and the public will have an opportunity to consider and give input on specific projects as they arise. *However, one issue, which Council should consider with each new project, is how that project will affect the potential funding levels available for other projects in the Lower Park RDA.*

In order for Council to make funding decisions regarding projects in the RDA, it is important to have a basic understanding of tax increment financing, development opportunities in the RDA, and how the Lower Park RDA of 1990 differs from the Lower Park RDA Extension of 2015.

Analysis:
Tax Increment Financing in its simplest terms is the increase (or “increment”) in the property taxes generated within a project area, over and above property taxes generated in that same area prior to the establishment of the RDA project area.

Here are some pertinent LPA RDA facts:

- Lower Park RDA created in 1990
- Existing property taxes in the area (which would otherwise go to the City, County, Fire, etc.) are instead re-invested within the area for redevelopment
- The district has seen over $430 M in new assessed value above the $71 M base value in 1990.
- The RDA is in the last haircut of the agreement, meaning the RDA receives 60% of the total assessed value when calculating the increment.

- The RDA will continue to at the 60% haircut through 2030.
- The RDA mitigates a portion of the School district levy back to the school district.
- About $33M of tax increment has been re-invested in the area since 1990 on projects like City Park, Library, Snow Creek, etc.
- RDA was set to expire in 2015 - Taxing entities met in September 2012 and agreed to extend the RDA through 2030 in order to continue investing in infrastructure and the long-term success of the Lower Park area.
- RDAs are required to allocate all available funding towards projects or RDA administrative costs. RDAs cannot carry a fund balance.
- The Lower Park RDA currently has approximately $11 M. in budgeted increment (see attachment B – Lower Park RDA Budget Plan)

Many of the development opportunities have been discussed with Council and are included in the RDA Concept Master Plan, which was presented to the TEC (attachment A). It is important to understand the effects that different types of projects have on the ability of the RDA to generate additional tax increment. Increment is generated by new taxable value in the development area. New table value does not include taxable value attributed to property appreciation. The three most important factors which contribute to new taxable value and must be considered when evaluating a project are:

1. Direct taxable value of the project. This is the easiest factor to evaluate. For example, if a building is constructed in the LPA RDA that has an increased taxable value of $1 M. the increment value of that building for the Lower Park RDA would be 60% of the new taxable value, $600,000. This value is then taxed at the current property tax rate for all the taxing entities in the RDA (about 0.93% in Tax Year 2012). This would equate to about $5,600 per year. Per the mitigation agreement, a portion of the school district's increment (0.24% Tax Rate) would be mitigated back to the school district resulting in a net gain for the RDA of approximately $4,030. The property tax for the other 40% of the new property value is received by the taxing entities proportionally, including the City. It is important to note that City property is tax exempt and therefore does not generate any direct taxable value to the area or other taxing entities.

2. Timing of the proposed project. The RDA is set to expire in 2030. Once the RDA expires, the tax value of the RDA is returned to the tax rolls of the taxing entities and the RDA no longer receives any increment value. *What this means is the sooner new development takes place in the area, the more increment the development will generate for the RDA.* Traditionally a new RDA will issue bonds to fully or partially fund a project and the increment generated over the life of the RDA will be used to cover the debt service payment of the bonds. The LPA RDA expiration in 2020 limits the amount of debt that can be issued against the increment.

3. The ability of a project to create new secondary tax value or growth in the area. This factor is somewhat more speculative and varies greatly by the type of projects proposed and the development stage of the RDA. A project with high secondary growth potential means that because a building or project was constructed, the properties in the surrounding area were redeveloped as a result. In an area with little development or significant blight this secondary growth is more likely to occur. The timing of the secondary growth is also important to the RDA's ability to generate tax increment for the area.

Current RDA Budget

Based on these factors and the RDA Concept Master Plan presented to the TEC, budget staff has created a tentative RDA budget, which projects the potential tax growth and 15-year revenue for the area. Attached are several potential LPA RDA scenarios. It is not the intent of the Budget Department to recommend that Council maximize the potential development in the Lower Park RDA to generate additional tax increment. It is the intent that Council is provided an overview of the financial and community development tool that the RDA represents. It is the goal of city staff to provide information that will allow Council to continue to develop the Lower Park Ave. area in a way that best serves the community.

The Concept Master Plan includes a community and senior center. Over the past 15 months staff has been focused on the Library and land assemblage (see attachment C – LPA RDA Library Discussion Staff Report). We anticipate this spring/summer beginning the public engagement process to see what facilities and amenities we want to move forward with beyond the multi-generational housing. That process will begin with an assessment of the existing facilities in the RDA (Miners, Rec. Bldg., Fire Station, Senior Center). While the current budget includes $2M for a senior and community center and a $3M parking garage to park that facility, staff isn't convinced those projects will be prioritized after we understand the community and Council's priorities.

The following worksheet (see attachment B) shows the RDA budget in two ways, including only currently budgeted projects and including current and potential projects (as identified in the Concept Master Plan). As mentioned above, the Concept Master Plan has not yet been fully evaluated by Council, staff or the public. Therefore, many of the project budgets are quick estimates or placeholders and may not represent the true cost of the project once fully developed.

If it is the intent of Council to fully understand and have a completed (to the extent possible) RDA Master Plan before approving project funding levels, it is the recommendation of the Budget Department that Council direct staff to delay the Library Renovation project until the RDA Master Plan is completed. If however Council determines that the Library Renovation project is the top priority of the RDA, Council should direct staff to continue with the project and adjust the RDA budget once the total cost of the project is presented. Adjustments will be made as part of the regular CIP budget process. No recommendation is required on this issue until cost assessments of the Library Renovation project are completed.

Lower Park RDA Budget (FY 2014 - FY 2031)										
	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Revenue										
Estimated Annual Revenue	1,250,000	1,250,000	1,250,000	1,769,268	1,789,344	1,809,419	1,819,419	1,829,419	1,839,419	1,849,419
RDA Revenue Bond										
(bonding schedule based on current budget)		6,000,000	9,000,000							
Sale of Assets (Multi-Gen. Housing)			2,500,000	3,000,000	2,500,000					
Available Beginning Balance	11,171,421	8,364,218	12,799,218	4,880,887	7,728,732	8,096,653	8,474,573	8,862,494	9,260,415	9,668,336
Potential Projects Estimate (as presented to TEC)										
Land Acquisitions										
Renewable Energy Projects										
PCMR Intersection Improvements			1,000,000							
Major Street Intersection Improvements			1,000,000		1,000,000					
Signal Improvements @ Deer Valley Drive	50,000									
Variable Message Board System Parking	250,000	250,000								
Parking Garage at SR. Center	3,000,000									
Historic home behind greenhouse		200,000								
Connection from PCMR to Main Street (Gondola/People Mover)						2,000,000				
Improvements in Bonanza Park (Streets & Utilities $3 - 4 M.)				$ 1,000,000	1,000,000				1,000,000	
Streetscape Improvements Park Ave.					3,000,000					
Public Art		50,000	50,000	50,000	50,000	50,000				
Potential Projects Sub Total	**3,300,000**	**500,000**	**2,050,000**	**1,050,000**	**5,050,000**	**2,050,000**	**-**	**-**	**1,000,000**	**-**
Currently Budgeted										
City Park Improvements	158,875	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Land Acquisitions (Knudson)	2,250,000									
Historical Incentive Grants		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Library Renovation	5,600,000									
SR/Community Center		2,000,000								
Santy Improvements	130,000									
Affordable Housing Program	1,436,027									
Traffic Calming	39,845									
Crescent Tramway Trail	150,000									
Security Projects	11,590									
Historic Structure Abatement Fund	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Planning Contract	130,000	130,000								
Multi-Generational Housing	90,000	6,000,000	2,000,000							
City-Wide Signs	17,156									
PCMR Transit Center/Parking (non-binding LOI)			10,000,000							
Lower Park RDA General Budget	23,710									
Budgeted Projects Sub Total	**10,057,203**	**8,315,000**	**12,185,000**	**185,000**	**185,000**	**185,000**	**185,000**	**185,000**	**185,000**	**185,000**
Total Expenses Budget & Potential Projects	**13,357,203**	**8,815,000**	**14,235,000**	**1,235,000**	**5,235,000**	**2,235,000**	**185,000**	**185,000**	**1,185,000**	**185,000**
Debt Service Payment			$502,599	$1,256,499	$1,256,499	$1,256,499	$1,256,499	$1,256,499	$1,256,499	$1,256,499
Ending Fund Balance (Budgeted)	**1,114,218**	**49,218**	**111,619**	**3,439,388**	**6,287,233**	**6,655,154**	**7,033,075**	**7,420,995**	**7,818,916**	**8,226,837**
Ending Fund Balance (With Potential Projects) *Does not include additional interest cost for debt	**(2,185,782)**	**(3,750,782)**	**(5,738,381)**	**(3,460,612)**	**(5,662,767)**	**(7,344,846)**	**(6,966,925)**	**(6,579,005)**	**(7,181,084)**	**(6,773,163)**

Budget worksheet continues to FY 2031(see attachment B)

Ending Available Revenue (with Budgeted Project) $11,000,000

Ending Available Revenue (with Potential Projects) $-4,000,000

Department Review:

Economic Development, Legal Staffs and the City Manager.

Alternatives:

A. Approve:

1. If it is the intent of Council to fully understand and have a completed (to the extent possible) RDA Master Plan before approving project funding levels, it is the recommendation of the Budget Department that Council direct staff to delay the Library Renovation project until the RDA Master Plan is completed.
2. If Council determines that the Library Renovation project is the top priority of the RDA, Council may direct staff to continue with the project and adjust the RDA budget once the total cost of the project is presented to Council.

B. Deny: Council may direct staff to return with additional information such as project costs before making a recommendation. Staff will not adjust current project budgets or move forward with construction.

C. Modify: Council may direct staff to modify the recommendation or return with additional information.

D. Continue the Item:

This has the same effect as Alternative B.

E. Do Nothing:

This also has the same effect as Alternative B.

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) (+/-) (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) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Negative	Very Positive	Neutral
Comments:				

Funding Source:

The LPA RDA is the funding source for these projects. The LPA RDA is now generating approximately $1.2 M annually. There is currently $11 M in budgeted funds available in the LPA RDA for FY 2014. The RDA will accumulate an estimated additional $1.2 M more through 2015, and with the extension now through 2030 as much as an additional $30M or potentially more, depending on new growth and tax base through 2030, when the RDA is scheduled to expire. The budget identifies approximately $11M in projects in the RDA in FY2014. These projects include $5.6 M for the library rebuild, $2.3 M for land acquisitions, $1.5 M for affordable housing, and $2 M for senior community center in addition to several smaller projects.

Once current budgeted funding for FY 14 is exhausted, there will be approximately $30 M in anticipated funding over the next 15 years. Ultimately there will be competition for these dollars. Through a non-binding LOI, the RDA has already pledged as much as $10M to contribute to a transit center and parking garage at the base of PCMR as the focal point of the RDA's master plan. There will be additional competition for dollars in the limited section Bonanza Park included in the RDA (generally the Iron Horse Drive area, but not the proposed relocation area for the substation), the base of PCMR and other ongoing parts of the master plan.

As detailed above, and in the attached budget scenarios, between recent land acquisition and budgeted projects for FY 14, the current $11 M in RDA funds will be exhausted in FY 14. The ability of the RDA to generate additional tax increment financing is dependent on the taxable value of new growth in the district. The TEC approved the extension of the Lower Park RDA with a tentative list of redevelopment projects which might be pursued in the district. This project list did not include the library renovation. It was anticipated that the Library Renovation project would be completed with existing RDA funding and would not require new RDA extension funding. It is staff's recommendation that if the library renovation exceeds the available budget in the current RDA, that staff present a new prospective RDA funding plan to the TEC.

Summary Recommendations:

The intent of this report and presentation is to provide Council with a basic understanding of the Lower Park RDA in terms of funding and budget structure in order that Council may make well-informed decisions regarding current and future projects in the area.

If it is the intent of Council to fully understand and have a completed (to the extent possible) RDA Master Plan before approving project funding levels, it is the recommendation of the Budget Department that Council direct staff to delay the Library Renovation project until an adopted RDA Master Plan is completed. If however, Council determines that the Library Renovation project is the top priority of the RDA, Council should direct staff to continue with the project and adjust the RDA budget once the total cost of the project is presented. Adjustments will be made as part of the regular CIP budget process. No recommendation is required on this issue until cost assessments of the Library Renovation project are completed.

Attachments:

A- TEC Packet – Including Conceptual LPA RDA Master Plan
B. LPA RDA Budget Scenarios
C. Library and RDA Facilities Staff Report

PARK CITY COUNCIL MEETING MINUTES DRAFT
SUMMIT COUNTY, UTAH,
JANUARY 9, 2014

Work Session

Council member Beerman attended the US Olympic Nordic team celebration, stated they are gearing up for the February games. Wasatch Summit council stating they changed the name again and is now going to be called Mountain Accord.

Council member Peek attended the Museum's Silver Queen ball stating it was a blast. Also relayed that the Museum had an all-time record of 950 visitors on the 27th of December.

Council member Simpson attended the Mountain Lands Housing Trust board meeting stating things are going along well. Also attended the Fire board meeting after the swearing in meeting Monday. As well as the Friends of the Farm meeting, they are looking forward to the Full Moon Snowshoe event on February 15th Snowshoes, music, and food are provider and they will have beginner, intermediate and advanced levels snowshoe tours available.

Council member Matsumoto stated that the Library is going to have a Love your Library event on Feb 12th and encouraged Council and staff to sign up for the activities such as library read-aloud relay.

Council member Henney stated he had no comments.

Mayor Thomas stated he and Council member Henney have been participating in orientation sessions with staff and thanked Diane for making all of that happen.

Selection of Council Liaison to the Utah League of Cities and Towns / Utah State Legislature

Matt Dias, Assistant City Manager, began the discussions involving the role of the liaison. Council member Simpson felt Council member Beerman should take that role as he has been second chair to Council member Butwinski in previous years. Mayor Thomas expressed interest in filling the role and felt with his history as a Utah resident and his connections in Salt Lake he felt he would be a good ambassador for Park City. It was decided that Mayor Thomas would take the primary role and Council members Beerman and Peek would serve supporting roles.

Electric Vehicle Charging Station discussion

Matt Abbott, Environmental Project Manager, presented on the two Electrical Vehicle charging stations on to be installed in the China Bridge parking structure. The location of the charging outlets would be on the second level off Swede Ally. The cost for installation of both units is $5480 and around $50 a year for maintenance. Abbott stated that there are 4 stations in our region but with the growing desire for electric vehicles staff feels this would be a great asset to our community. Council concurred they were in favor of the pilot project and wanted to see updated information regarding charging stations around town placed on the City's website.

Council member Beerman stated he is an EV driver and thinks this is a great idea. He sees the potential for installation in other areas around the City.

Council member Peek inquired about the turn over time frame. Abbott stated that the spaces will fall under the current China Bridge parking standards of a 6 hour time frame. Abbott also clarified that they will be 208 outlets with a 3 hour charge element.

Council member Simpson inquired about the information that staff feels they will gain during this pilot year. She would like to see how often the units were being used. Abbott stated that they were looking at presence versus absence data to be collected by staff and the parking enforcement.

Library site alternatives

Council agreed that after the second look the project is moving in the right direction and would like to keep the Library in the Carl Winters building. Mayor Thomas opened the discussion to public input.

Suzette Robarge, Library Board President, thanked the Library board members who were present. Breathed a sigh of relief that the library will remain in the Carl Winters building. She feels it is a great community asset.

Sally Elliot, thanked Council and staff for the willingness to step out of the box and to take a second look.

Katie Wang, Executive Director of the Park City Film Series, thanked Council for the consideration of the building and for their service. She feels the library is a great location where people can come together and explore interesting and new ideas and share discussions. Thanked them for asking the hard questions and looking at the sustainability of the building.

Irene Cho, current Board Chair of the Park City Film series, thanked Council for the time and attention that they have spent on this decision. Thanked Jonathan Weidenhamer for his great presentation at the Film series board meeting.

Linda Perkins, Lead teacher at Park City Co-Op, thanked Mayor and Council for the decision to keep the library in the Carl Winters building. Also thanked them for keeping the communication open so they can forward the information to the current and future patrons.

Adriane Juarez, Library Director, stated she was extremely excited and is anxious to move to the next step of amazing development. She spoke of an experience she had with the Holy Cross Ministries after school program where the kids were able to partake in all the activities the library and library location have to offer. Juarez also thanked Mayor Thomas and Council member Henney for the time they spent at the library for an orientation. She also invited the Mayor and Council to come out to Love your Library day on February 12th.

Mari Takahashi, seasonal employee, thanked Council for the support of the library. She stated she had lived in employee housing and spent a lot of time at the library.

Staff then initiated a robust discussion regarding the energy star ratings. Ann Ober led the discussion stating that there was a resolution approved by the Council in 2007 which stated the City would build to the Energy Star rating system with the option to build to a LEED design if desired. She stated that with 80% of the design completed it is too late to discuss LEED options. She stated that with this facility the hope is to meet the Energy Star requirement that was put into place. Due to the fact that it was in our bid specs staff assumed that the architect had design the facility to energy star standards. Ober stated that staff has learned that the architect had not designed the building to Energy Star standards and in order to meet those standards in the design staff is coming to Council to gain direction as to where to go from here. Ober stated that the biggest issue is that the building envelope is not being addressed including insulating the entire building and replacing the roof which would increase the cost by a million dollars. Staff is also looking at upgrading the mechanical and lighting portions of the building to reach the Energy Star standards set forth in the previous mentioned resolution.

Mayor Thomas inquired as to who prepared the cost analysis. Weidenhamer stated they have been working with the architect and Steve Brown.

Council member Matsumoto inquired if the roof structure would be analyzed even if the Energy Star rating was not being met. Brown stated that the current design has a roof stiffening component in place but does not go as far as staff would like to achieve the Energy Star. It would also need to be reassessed based on the load capacity after the additional insulation is installed.

Council member Simpson stated she felt the question they should be asking is if the Council is going to build to their own policy. Staff and Council agreed that we do need to meet our policy. Weidenhamer stated that the policy is to design the building to meet Energy Star standards not necessarily certify the final building. To be efficient in the construction management process you have to look at all costs. Staff stated that they anticipate a policy discussion in the near future.

Council member Beerman felt that the policy needs to be strengthened and looks forward to a productive conversation. He also stated he understands the cost increase is significant but it has been agreed upon that this will be the center piece of the entire district and is a building he would like to see last a very long time.

Council member Peek also agreed that a policy discussion in the future was a great idea. He asked for clarification on the roof structure analysis in regards to the historic element in the gymnasium. Brown stated that staff and the design teams will have to look into that element and analyze the efficiencies of the roof without sacrificing the internal historical character of the building. With the approval of the construction management contract they will be able to consider all alternatives.

Council agreed that they need to strive toward meeting the policy without incurring outrageous costs.

Regular Meeting

I. ROLL CALL- Mayor Jack Thomas called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, January 9, 2014. Members in attendance were Jack Thomas, Andy Beerman, Cindy Matsumoto, Dick Peek, Liza Simpson and Tim Henney. Staff present was Diane

Foster, City Manager; Mark Harrington, City Attorney; Matt Dias, Assistant City Manager; Wade Anderson, Chief of Police; Rebecca Gillis, Finance Manager; Shelly Hatch, Finance; Matt Twombly, Sustainability; Jonathan Weidenhamer, Economic Development Manager; Jason Glidden, Special Events; Heinrich Deters, Trails and Open Space Manager; Ann Ober, Sustainability; Clint McAfee, Water Manager; Roger McClain, Water; Phyllis Robinson, Public Affairs; Marci Heil, City Recorder

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Consideration of a Resolution Honoring Service Personnel.

Council member Simpson moved to replace the resolution on the agenda with Resolution 02-14 A Resolution honoring Mary Ford. Mayor Thomas read the resolution honoring the thirty years of Mary Ford's service and commitment to Park City.

Mary spoke to the Mayor and Council stating that she was greatly honored and thanked her husband and son for all their support. She has loved the staff and community of Park City.

Council member Simpson moved to approve Resolution 02-14 Acknowledging Mary Ford's Retirement From Park City Municipal Corporation And Recognizing Her Many Contributions In Providing Police Service And Contributions To Park City
Council member Beerman seconded
Approved Unanimously

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

Mike Sweeney commented on a permit that he was trying to get clarity on from staff regarding a conditional use permit for Sundance that was filed late. Harrington stated that this item would require Council to schedule a special meeting to hear Mr. Sweeney's special events appeal. Staff stated that at this late date the noticing requirement would not be able to be met.

Mary Wintzer spoke to the sound again stating that the audience cannot hear when staff presents at the presentation table. Also asked if while staff are presenting if they could have the information up on the screen for the residents to view.

IV. APPOINTMENTS & RESIGNATIONS

1. Consideration of Appointment of Mayor Pro tem and alternate for 2014

Council member Simpson and Council member Peek were both nominated and they flipped a coin. Council member Simpson came out victorious as Mayor Pro tem. Council member Peek accepted the alternate role.

Council member Matsumoto moved to appoint Council member Simpson as Mayor Pro tem and Council member Peek as an alternate.
Council member Beerman seconded
Approved Unanimously

V. MINUTES FROM THE REGULAR MEETING ON DECEMBER 19, 2013

Council member Beerman moved to approve the December 19, 2013 meeting minutes.
Council member Matsumoto seconded

Matsumoto	**Aye**
Simpson	**Aye**
Peek	**Aye**
Beerman	**Aye**
Henney	**Abstain**

Motion Carried

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

1. Consideration of a Resolution setting forth the regular meeting dates for the City Council for 2014

2. Consideration of Local Consent for Special Event Temporary Alcoholic Beverage Licenses to various applicants during the 2014

Council member Peek moved to approve the consent agenda
Council member Simpson seconded
Approved Unanimously

VII. OLD BUSINESS

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

Matt Twombly stated this contract is for pre-construction services at this time. It is a standalone agreement.

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

VIII. NEW BUSINESS

1. Consideration of Authorization to enter into a Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a form approved by the City Attorney.

Clint McAfee, Water Manager, spoke about an agreement with the Division of Water Quality to bring the two tunnels into compliance. McAfee clarified that Park City does not own those tunnels but has used them for many years. In 2009 EPA directed Park City to obtain a permit. Staff recognized that this would a larger undertaking that initially thought. Immediately staff began discussions with EPA for other options that would be affordable and doable. Council inquired if the persons who own the tunnel can be held responsible for the fees. Staff determined that they have discussed that option and will keep it available, however, at this time the City will bring the tunnels into compliance.

Council member Simpson moved to approve the Authorization to enter into a Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a form approved by the City Attorney.
Council member Beerman seconded
Approved unanimously

2. Consideration of Authorization to execute a Construction Agreement, in a form approved by the City Attorney, with Beck Construction & Excavation, Inc., for construction of the Quinns Fields Irrigation Filter Station project in an amount of $200,000.00.

Roger McClain, Water Department & Clint McAfee, Water Manager, discussed the filter station that will service the Quinns fields; it will take the raw water from the treatment center and will exchange it with potable water. This project was bid out early with the hopes to get the infrastructure in place prior to the baseball season. In addition to the energy saved it also relieves stress off the distribution system.

Council member Peek moved to approve the Authorization to execute a Construction Agreement, in a form approved by the City Attorney, with Beck Construction & Excavation, Inc., for construction of the Quinns Fields Irrigation Filter Station project in an amount of $200,000.00.
Council member Matsumoto seconded
Approved unanimously

3. Consideration of Approval of Addendum 1 for Soils Management and Testing Services- 2013 Pipelines project, URS Corporation, in an amount not to exceed $38,800 in a form approved by the City Attorney.

Roger McClain, Water Department & Clint McAfee, Water Manager; discussed that this is an amendment to an existing contract that the City has with URS for Environmental Site Monitoring services. This was initially looked at during excavation of the Wyatt Earp and Alice Load projects. A large amount of contaminated dirt was produced during excavation. Staff has deemed it necessary for mitigation of this problem that a full-time monitor and fugitive dust monitoring be put into place.

Council member Matsumoto moved to approve Addendum 1 for Soils Management and Testing Services- 2013 Pipelines project, URS Corporation, in an amount not to exceed $38,800 in a form approved by the City Attorney
Council member Simpson seconded
Approved unanimously

4. Consideration of Authorization to enter into a service provider agreement with Horrocks Engineering, for the SR-224 Phase II Pathway & Underpass Project in the amount of $297,486 in a form approved by the City Attorney.

Heinrich Deters, Trails and Open Space Manager, stated that this is a walkability project and is a two phase project. Components include a trail and an underpass. Deters discussed the outline of the contract and the process the selection team went through to choose Horrocks.

Council member Matsumoto clarified that this contract was for a feasibility study only.

Deters stated that the agreement includes a feasibility component to ensure the underpass is placed in the best location as well as the pre-construction and design. Deters also clarified that staff will bring these phases to Council for discussion multiple times prior to the finalization stage.

Council member Simpson inquired about another tunnel that was discussed during the 224 corridor study inquiring if the City will have a better idea of which tunnel will be more efficient.

Council member Beerman inquired about placing a Y-shaped tunnel to service Deer Valley and Kearns Blvd. Deters stated that there was a pedestrian count completed during the Holiday season and the numbers were great.

Council member Beerman moved to approve the Authorization to enter into a service provider agreement with Horrocks Engineering, for the SR-224 Phase II Pathway & Underpass Project in the amount of $297,486 in a form approved by the City Attorney.
Council member Peek seconded
Approved unanimously

5. Consideration of approval of the proposed plat amendment to the Carl Winters School Subdivision located at 1255 Park Avenue, based on the findings of fact, conclusions of law and conditions of approval.

Planner Grahn discussed the formalities of the plat amendment touching on setbacks regarding the building being a valid compliance structure being a historic structure.

Council member Peek inquired about the encroachment agreement on the Norfolk side as well as the 10 foot snow storage easement. City Attorney Harrington stated the plat would respect the current building and would state that the City could not sue itself if a snow plow put snow through a window of the building.

Mayor opened the public hearing. With no comments Mayor Thomas closed the public hearing.

Council member Simpson moved to approve the proposed plat amendment to the Carl Winters School Subdivision located at 1255 Park Avenue, based on the findings of fact, conclusions of law and conditions of approval.
Council member Peek seconded
Approved unanimously

IX. ADJOURNMENT INTO RDA

Council member Peek moved to adjourn the regular meeting

Council member Matsumoto seconded
Approved unanimously

MEMORANDUM OF CLOSED SESSION

The City Council met in a closed session at approximately 3:00 p.m. Members in attendance were Mayor Jack Thomas, Andy Beerman, Liza Simpson, Dick Peek, Cindy Matsumoto and Tim Henney. Staff present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Polly Samuels McLean, Assistant City Attorney; Lori Collett, Finance Manager; Phyllis Robinson, Public Affairs; Heinrich Deters, Trails and Open Space Manager; Jason Glidden, Special Events Manager; Tommy Youngblood, Special Events. **Council member Beerman moved to close the meeting to discuss Property, Litigation, and Personnel. Council member Simpson seconded. Motion carried.**

Council member Peek moved to open the closed session. Council member Beerman seconded. Motion carried.

City Council Staff Report

Subject:	**Contract Amendment No. 4 to Stanley Consultants Professional Services Agreement and Contract Amendment No. 9 to Bowen Collins and Associates General Services Contract for the Empire Avenue Reconstruction Project**
Author:	**Matthew Cassel, P.E., City Engineer**
Department:	**Engineering**
Date:	**January 23, 2014**
Type of Item:	**Administrative**

Summary Recommendations:

The Council should authorize the City Manager to execute Contract Amendment No. 4 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $70,627 and to execute Contract Amendment No. 9 to the General Services Contract with Bowen Collins and Associates for construction engineering management services in the amount of $48,018 both for the Empire Avenue Reconstruction Project.

Topic/Description:

Condie Construction was the lowest bidder and was awarded the Empire Avenue reconstruction contract on May 24, 2012 for $2,831,127 (Lyndon Jones Construction was the next lowest bidder at $3,552,966). Condie Construction struggled with the work and was not able to complete the project by the original deadline of November 1, 2012 or the second deadline of July 11, 2013. Because of the contractor's struggles, Stanley Consultants and Bowen Collins increased their resources to the project in an effort to get the project completed by the agreed date of July 11, 2013 and to make sure the contractor was performing the work correctly.

Amendments No. 3 to Stanley Consultant's contract and Amendment No. 8 to Bowen Collin's contract were approved by Council on April 11, 2013 to provide construction engineering management services to completion of the project projected to be July 11, 2013.

Because Condie Construction did not complete the re-construction of Empire Avenue by the agreed date of July 11, 2013, Stanley Consultants and Bowen Collins provided additional services and incurred costs above and beyond the limits in amendment No. 3 to Stanley Consultant's contract and amendment No. 8 to Bowen Collin's contract.

These amendments to Stanley Consultant's contract (No. 4) and Bowen Collin's contract (No. 9) is for the additional resources these two companies provided during this summer's construction for the period after Condie Construction missed their second deadline of July 11, 2013 until the construction was completed and the project closed out in early September.

Background:
City Council adopted the Old Town Improvement Study (OTIS) in 2002. This was actually the second study, as the City has been steadily improving infrastructure in Old Town since an earlier study in 1992 made similar recommendations. Street projects which have been accomplished since 1992 include most of Swede Alley, King Road, Ontario Avenue, Marsac Avenue, Woodside Avenue south of 12th Street, Upper Park Avenue, Prospect Street, Upper Norfolk and lower Woodside/Norfolk, Hillside Avenue, 10th Street, 11th Street and Sandridge Drive.

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

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

During the winter months of 2013, Stanley Consultants, Bowen Collins, Condie Construction and staff met numerous times to review and discuss the proposed schedule to complete the work in the spring/summer of 2013. From Condie's schedule, it was determined that nine (9) weeks would be the amount of time necessary to complete the work in the spring/summer of 2013. Stanley Consultants and Bowen Collins submitted their amendments No. 3 and No. 8 respectively based on this nine (9) week time frame. As detailed further in the analysis section, it took Condie 19.5 weeks to complete their work on Empire Avenue. 10. 5 weeks over the amount that Stanley Consultants and Bowen Collins had budgeted. These final amendments are for the additional construction observation and over sight costs to complete this project.

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

Schedule
Condie Construction prepared a schedule for the spring/summer 2013 construction. Staff and our consultants met with Condie numerous times over the winter months with the goal of determining if the schedule is realistic and whether it could be achieved. Staff was confident that the schedule could be achieved as long as Condie Construction:

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

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

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

Again Condie struggled with the sequencing of their work and thus struggled with completing tasks. Additional work impacts such as the need to replace a cracked valve buried in concrete in Manor Way and the finding of larger than expected volumes of contaminated soil contributed to Condie not being able to complete the work by July 11, 2013.

The Substantial Completion was issued to Condie on July 26, 2013. With a start date on April 22, 2013, the total number of days to get to substantial completion was 96 calendar days or 13.5 weeks.

Even though Condie was substantially complete, it took nearly 42 additional calendar days (6 weeks) to get to final completion and to leave the job site. Most of this work consisted of connecting the existing drives to the new pavement and curb and gutter.

Stanley Consultants and Bowen Collins were budgeted to provide services through nine (9) weeks of construction. An additional 10-1/2 weeks of construction over sight was required to bring this project to completion. The amendments to Stanley Consultants and Bowen Collins contracts are for the construction services they provided during this additional construction period.

Changes to Stanley Consultants Contract

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

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

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

On April 11, 2013, Council approved amendment No. 3 to the contract with Stanley Consultants for the following items:

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

Stanley Consultants fee for this amendment was $129,750.

This Amendment No. 4 to the contract with Stanley Consultants is for the following items:

- Additional construction administration from July 2013 until the end of the contract,
- Additional on-site public involvement and coordination, and
- Additional construction observation and coordination.

Stanley Consultant’s fee for amendment No. 4 is $70,627. This amendment does cover all additional construction administration by Stanley Consultants through the end of construction and includes preparing the final paperwork for the project. Stanley Consultants total fee for the project including this amendment No. 4 is $533,778.09.

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

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

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

On April11, 2013, Council approved Amendment No. 8 to the General Service's Contract with Bowen Collin's and Associates for additional construction administration, observation and coordination for the April to July time period. Total fee for this amendment No. 8 was $61,900.

This Amendment No. 9 is for the additional construction administration, observation and coordination required from July 2013 until the end of the project

Bowen Collins and Associate's fee for amendment No. 9 was $48,018. This amendment does cover all additional construction administration by Bowen Collins and Associates through the end of construction and includes preparing the final paperwork for the project. Bowen Collins and Associates total fee for the project including this amendment No. 9 is $234,917.28.

Date of Approval	Activity	Stanley Consultants Road/Storm	Bowen Collins Water
12/21/2006	Original Water Design		$40,000
07/18/2011	Amendment #5 to General Service Contract		$65,000

01/05/2012	Original Road/Storm Design	$191,048.00	
04/18/2012	Amendment #2 to Stanley's Contract	$11,549.28	
04/19/2012	Amendment #7 to General Service Contract		$20,000
05/24/2012	Amendment #1 to Stanley's Contract	$130,804.68	
04/11/2013	Amendment #3 & Amendment #8 to General Service Contract	$129,750	$61,900
01/23/2014	This Amendment #4 & Amendment #9 to General Service Contract	$70,627.00	$48,018.00
	TOTALS	**$533,778.96**	**$234,918.00**

Project Budget
Approved funding for this project is as follows:

Capital Project cp0155 is the capital account approved for OTIS Phase II(a) projects. These funds are being used to pay for the additional construction engineering management services for this project. With this Amendment No. 4 to Stanley Consultants, this project is still within the original budget. The breakdown of costs is as follows:

Project Total Budget	**$2,394,667**
Empire Avenue Road & Storm Construction Costs	$1,348,462.12
Design & CEM Costs (Less Amendment #4)	$463,151.96
Miscellaneous Project Costs	$53,588.85
10th and 11th Street Design & Construction Costs	$339,538.30

Sub-Total	**$189,925.77**
This Amendment #4	$70,627.00
Project Budget Remaining	**$119,298.77**

Water funds will be used for this Amendment No. 9 to the Water Departments General Services contract with Bowen Collins.

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

Alternatives:

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

B. Deny the Request:
This would make it difficult for staff to reimburse Stanley Consultants and Bowen Collins for work completed.

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

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

Significant Impacts:

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

With the construction completed, the impacts of this project now will be financial. The project is still within budget.

Consequences of not taking the recommended action:
Empire Avenue is a local street where the utilities and road were in need of replacement. Not taking the recommended action will not allow staff to reimburse the consultants for the oversight work that they have completed.

Recommendation:
The Council should authorize the City Manager to execute Contract Amendment No. 4 to the Professional Service Agreement with Stanley Consultants for construction engineering management services in the amount of $70,627 and to execute Contract Amendment No. 9 to the General Services Contract with Bowen Collins and Associates for construction engineering management services in the amount of $48,018 both for the Empire Avenue Reconstruction Project.

Exhibit A – Stanley Consultants Amendment No. 4 Scope and Fee
Bowen Collins and Associates Amendment No. 9 Scope and Fee

Empire Avenue Reconstruction – Addendum 4

Construction Management

Additional Construction Administration

Contract amendment 3 assumed that construction would be complete in 9 weeks with part time construction observation for 4 weeks and full time for 5 weeks. Construction was scheduled to be completed by July 4th, but construction activities lasted until September 9th.

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

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

TASK 4.4 – On-Site Public Involvement and Coordination

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

TASK 4.5 – Construction Observation and Coordination

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

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

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

Deliverable: Observation memorandum and construction documents.

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

Deliverable: Substantial Completion Form and Final Payment request.

Assumptions

No work will be necessary in 2014.

Stanley Consultants INC.

383 West Vine Street, Suite 400
Murray, UT 84123

November 20, 2013
Project No: 23920.01.00
Invoice No: 0163286

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060

Attention: Mr. Matt Cassel, P.E.

For: Empire Avenue Reconstruction

Professional Services from July 28, 2012 to October 30, 2013

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Task 1 Preliminary Design	$48,210.00	100%	$48,210.00	$48,210.00	$0.00
Task 2 Design	$120,078.13	100%	$114,857.73	$114,857.73	$0.00
Task 3 Bidding Support Activities	$6,914.00	100%	$14,224.00	$14,224.00	$0.00
Task 4 Construction Management	$200,748.56	85%	$271,551.42	$210,749.42	$60,802.00
Task 5 - Post Construction	$6,609.12	0%	$2,932.00	$0.00	$2,932.00
Fehr & Peers	$50,739.00	85%	$55,915.21	$50,729.00	$5,186.21
Bowen Collins and Associates	$8,195.00	100%	$8,178.50	$8,178.50	$0.00
Geostrata	$7,944.00	100%	$7,900.00	$7,900.00	$0.00
AMEC	$1,832.62	100%	$1,832.62	$1,832.62	$0.00
Direct Expenses	$11,881.00		$8,094.79	$6,388.39	$1,706.40
Totals	$463,151.43		$533,696.27	$463,069.66	$70,626.61

TOTAL THIS INVOICE	**$70,626.61**

Project: Empire Avenue Reconstruction

Project No.: 23920.01.00

Prepared By: David Osborn

Period-Month Ending: October 30, 2013

Hours Expended This Period: 629.5

Hours Scheduled Next Month: 0

Work items this period:

1. Work on reviewing contractor submittals for materials and contract requirements.
2. Prepare for and attend weekly construction meetings.
3. Construction observation.
4. Work on project closeout and as built drawings.

Work items for coming month:

Information Required:

See meeting notes.

Problem Areas:

Condie Construction is behind schedule. The 9 weeks of construction we planned for ended on June 21st. We will require a contract amendment for additional observation and construction management to the end of the project.

FINAL

Stanley Consultants INC.

CELEBRATING 100 Years ENGINEERING A BETTER WORLD

383 West Vine Street, Suite 400
Murray, UT 84123

November 19, 2013
Project No: 23920.01.00
Invoice No: 0163286

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060

Attention: Mr. Matt Cassel, P.E.

For: Empire Avenue Reconstruction

Professional Services from July 28, 2013 to October 30, 2013

Task 00001 Expenses

Reimbursable Expenses

Telephone				
8/31/2013	Aircards	(1 Aircard @ $60.00/Each)	60.00	
8/31/2013	Phones	(1 Phone @ $70.00/Each)	70.00	
Car Reports				
8/31/2013	Vehicle Mileage	(2,815 Miles @ $.56/Mile)	1,576.40	
	Total Reimbursables		**1,706.40**	**1,706.40**
			Total this Task	**$1,706.40**

Task SLTR4 Construction Management

Professional Personnel

	Hours	**Rate**	**Amount**	
Keller, Ronald	465.00	91.00	42,315.00	
Osborn, David	133.00	139.00	18,487.00	
Totals	598.00		60,802.00	
Total Labor				**60,802.00**
			Total this Task	**$60,802.00**

Task SLTR5 Post Construction

Professional Personnel

	Hours	**Rate**	**Amount**	
Egan, Trevor	20.50	71.00	1,455.50	
Osborn, David	8.50	139.00	1,181.50	
Salah, Ahmad	2.50	118.00	295.00	
Totals	31.50		2,932.00	
Total Labor				**2,932.00**

	Total this Task		**$2,932.00**
	Total this Project		**$65,440.40**

SubConsultants

Subconsultant			
10/30/2013	Fehr & Peers Associates, Inc.	5,186.21	
	Total SubConsultants	**5,186.21**	**5,186.21**
	Total this Project		**$5,186.21**

TOTAL THIS INVOICE	**$70,626.61**

If you have any questions regarding this invoice, please contact
David Osborn at 801/293-8880.

FEHR & PEERS

100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596 (925) 977-3200 Fax (925) 933-8007
Fed. ID 68-0065540

David Osborn
Stanley Consultants, Inc.
383 West Vine Street #400
Salt Lake City, UT 84107

September 20, 2013
Project No: UT12-0921.00
Invoice No: 89419
Project Manager Mardi Pearson

Project UT12-0921.00 Empire Avenue Public Involvement

Professional Services for the Period: July 27, 2013 to September 20, 2013

Professional Personnel

	Hours	Rate	Amount	
Senior Associate I				
Pearson, Mardi	3.00	120.00	360.00	
Engineer/Planner III				
Bjornstad, Julie	3.00	115.00	345.00	
Technician II				
Pena, Nicole	53.75	80.00	4,300.00	
Totals	59.75		5,005.00	
Total Labor				**5,005.00**

Reimbursable Expenses

Travel	48.59	
Project Communications and Reproduction	132.62	
Total Reimbursables	**181.21**	**181.21**

Total Current Invoice Amount **$5,186.21**

511.80

APPROVED FOR PAYMENT
by [signature]
Date 10/22/13
Account 23920.01.01 - 0008/
SALT LAKE CITY OFFICE

tlm 10-24-13

DUE AND PAYABLE UPON RECEIPT

FEHR & PEERS

September 27, 2013

David Osborn
Stanley Consultants, Inc.
383 West Vine Street, #400
Salt Lake City, UT 84107

RE: Empire Avenue Reconstruction PI
August_September 2013 - Final Invoice

Dear David,

Enclosed please find our final invoice for the above referenced project in the amount of **$5,186.21.** This invoice covers work performed July 27, 2013 through September 20, 2013.

Services performed during this period include:

- Coordination of Facebook/ email updates (both weekly & emergency updates – water disruption, extended hours, etc.)
- Updates to construction log
- Email/ phone interaction with project team and Empire stakeholders for complaint resolution
- Preparation and Deliverable of PI Summary

If you have any questions about this invoice, feel free to give me a call. It has been a pleasure for Niki and I to work with you on this project!

Sincerely,
FEHR & PEERS

Mardi Pearson
Associate

UT12-0921.00

City Council
Staff Report

Subject:	**Memorial Wall Admin/Cemetery resolution**
Author:	**Karen Yocum**
Department:	**Recreation**
Date:	**January 23, 2014**
Type of Item:	**Administrative**

Summary Recommendations:

Approve a Park City Cemetery operations and services resolution repealing in its entirety Resolution No. 27-06, replacing it with Resolution 03-14 . Approve a fee resolution replacing in its entirety Resolution 23-13, replacing it with Fee Resolution 04-14.

Topic/Description:

Cemetery administration and policies

Background:

The current Resolution 27-06 for cemetery operations and services does not include language to include the newly constructed Memorial Walls. Staff has reviewed the current policies and has made some recommendations for changes as well as additions. Last year, on January 15, 2013, a manager's report was submitted regarding the administration and policies for the Memorial Walls located in the Park City Cemetery, (see Exhibit A). Upon completion and opening of the Memorial Walls for plaque sales, cemetery staff has fielded multiple calls from interested persons who do not live within the City limits. Staff feels that because of the past allowance of cemetery plot sales to non-residents, (100 were offered and all have sold), customer relations, slow plaque sales and the ease of future expansion of the Memorial Wall project, the allowance of plaque sites for non-residents be added to the policy. Voters in Western Summit County approved a Cemetery Administrative Board but no action has been taken by Summit County.

Analysis:

1. An allowance of 67 plaque sites (332 total available sites) be made available for sale to non-resident buyers. (67 = 20%)
2. Non-residents defined as those living outside the City.
3. Sales since April 2013 include 18 sites sold of 332 total.
4. Current plaque site pricing is $250 for eligible residents. Proposed non-resident plaque site pricing is $500; (same differential used for plots in prior years).
5. The City fee resolution 23-13 will be repealed and replaced to reflect Memorial Wall non-resident sales at the appropriate fee differential.

Department Review:

These amendments have been reviewed by the Recreation Department, the Legal Department and the City Manager.

Alternatives:

A. Approve:

Approve a Park City Cemetery operations and services resolution repealing in its entirety Resolution No. 27-06, replacing it with Resolution 03-14 . Approve a new fee resolution replacing in its entirety Resolution 23-13, replacing it with Resolution 04-14.

B. Deny the Request:

Council can deny the request and give alternative direction to staff.

C. Continue the Item:

City Council can direct staff to come back with more information.

D. Do Nothing:

Same consequence as denying the request.

Significant Impacts:

By approving the addition of Memorial Wall plaque sales to non-residents, staff will be able to accommodate all requests within the limits of availability and collect appropriate fees.

	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?			(+/-) Community gathering spaces and places	(+/-) Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*			Very Positive	Very Positive

Comments: The Memorial Walls provide an ecological alternative to burial and would allow non-residents an opportunity to utiilize the cemetery without major impacts. The Memorial Walls and cemetery as a whole, provide area s for reflection.

Funding Source:
None

Consequences of not taking the recommended action:
Staff will continue to turn away those without proper eligibility. Staff currently has no cemetery options for non-residents who call for services; by allowing non-residents to purchase a limited number of plaque sites, staff will have at least an alternative option for them, allowing for a better customer service experience during a potentially sensitive time.

Recommendation:
Approve a Park City Cemetery operations and services resolution repealing in its entirety Resolution No. 27-06, replacing it with Resolution 03-14 . Approve a new fee resolution replacing in its entirety Resolution 23-13, replacing it with Resolution04-14.

Exhibit A: 2013 Memorial Wall manager report
Exhibit B: draft cemetery resolution
Exhibit C: draft fee resolution

EXHIBIT A

MEMO

Recreation & Library

1200 Little Kate RD
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5413
Fax 435.658.8969
www.parkcityrecreation.org

To: **Diane Foster**
From: **Karen Yocum**
Subject: **Memorial Wall Administration**
Date: **January 15, 2013**

Recreation/Cemetery Staff have been working on the administration details regarding the Memorial Walls in the cemetery. The proposed procedures have been presented to the Recreation Advisory Board on January 8, 2013 and they are in agreement with the process. The procedures parallel the existing cemetery procedures.

Below are the details of administration for the Memorial Wall.

Administrative set up

1. A photo of each wall will be taken, showing the name of the wall and how the spaces are numbered. Spaces will be numbered at the site also.
2. The following names of local area mines have been chosen for the walls: **Comstock, Crescent, Daly West, Jupiter, Nail Driver, Three Kings, Silver King, Spiro**
3. A paper map will be used in our cemetery books to track spaces sold and available.
4. The wall map spaces will also be entered into our computer system for appropriate tracking of all information (owner name, phone, address, purchase information, etc.)

Procedures:

1. Purchasers will choose the space they want and pay the appropriate fee according to the size chosen.
2. The purchaser will be given a certificate of purchase as well as the specs for the plaques and some choices of vendors. Purchaser is welcome to use any vendor they choose as long as specs are maintained.
3. The purchaser will contact the manufacturer chosen and order and pay for their plaque.
4. The purchaser is responsible for ensuring the plaque is produced in the proper size noted on the specs. PCMC will not be responsible for plaques produced in the wrong size.

5. Once the plaque is received by the purchaser, they will bring it to Park City Cemetery staff to install. The parks department will install all plaques. Installation costs are included in the purchase of a space.

Policies

1. Eligibility: Anyone owning property or currently residing within Park City limits, or having previously resided within the City limits of Park City for a period of more than ten years consecutively, or a person born in Park city, is eligible to purchase cemetery memorial wall property (plaque site).
2. Proof of Eligibility: Proof of eligibility may include presentation of a (1) current Summit County property tax assessment of property within the City limits; (2) current utility bill showing service address; (3) birth certificate; or (4) written testimony from a long-time Park City resident verifying applicant's eligibility or (5)recommendation from Park City Historical Society.
3. Upon verification of veteran status (military record, ID, other applicable documentation), a plaque site will be provided free of charge.
4. Each purchaser is responsible for the ordering of the plaque in the correct sizing, proofing of the layout/design/dates etc., delivery to Cemetery staff for installation, replacement if desired.
5. Park City Municipal Corporation cemetery parks staff will be responsible for installation of plaques, area maintenance and wall maintenance.
6. Only humans (no pets) may be memorialized on plaques. Pictures, raised designs, verbiage and dates may be displayed on the plaque within the confines of the size ordered.
7. No other items (hanging bric-a-brac, fake flowers, etc) may be placed on walls, surrounding area, benches or ground around walls.
8. Owners may not sell plaque sites to others.

Terms and Conditions

1. An owner or owner's representative may determine what is placed on plaque.
2. Memorial Wall property deeds are non-transferable. If an owner wishes to sell his/her plaque site, PCMC may purchase it back for the original purchase price.
3. Purchase price includes the perpetual care of the Memorial Wall site, grounds, benches etc. PCMC is not responsible for the plaque itself.

Fees

1. Plaques measure 6"x6" or 8"x5" = $250
2. There are 229 6"x6" spaces and 105 8"x5" spaces totaling 334 spaces.
3. Potential revenue: $83,500.

If council is supportive of the above policies and fees, staff anticipates that spots will be available for purchase by April 1, 2013 at the latest.

Resolution No. _____

A RESOLUTION SETTING FORTH A POLICY FOR
PARK CITY CEMETERY OPERATIONS AND SERVICES
AND REPEALING AND REPLACING
RESOLUTION NO. 27-06 IN ITS ENTIRETY

WHEREAS, the Park City Council deems it in the best interest of the community to set forth its policies in writing regarding departmental operations and services of the City, and specifically at this time, to provide clarity on cemetery operations; and

WHEREAS, Resolution No. 11-93 legislated the number of plots to be set aside available for sale to non-residents to 100 and as of October 3, 2006, all 100 plots have been sold as specified; and

WHEREAS, the Park City Council, in review of the number of plots available to City residents only, deemed it appropriate to approve the construction of the Memorial Walls as an alternative to burial; and

WHEREAS, with the addition of the Memorial Walls to the cemetery, the policies for the Memorial Walls be added to the existing cemetery policies; and

WHEREAS, in keeping with the original legislated number of plots available to non-residents, City Council approves the availability of 67 Memorial Wall plaque spaces to be sold to non-residents; and

WHEREAS, a public hearing was held on January, 23, 2014, to receive public comments on the revised policy,

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

SECTION 1. CEMETERY ADMINISTRATIVE POLICY ADOPTED. The following policy is hereby adopted and Resolution No. 27-06 is replaced and repealed in its entirety:

(a) Background. The history of the Park City Cemetery formally began in 1892 when the Snyder Family sold approximately 4.2 acres of hillside to Park City Municipal Corporation for the reported sum of $300. The property was to be used as a cemetery for the people of Park City. In 1933, additional acreage was acquired when the State realigned Kearns Boulevard.

The cemetery's current potential is approximately 4,000 individual grave sites. In 1991, the City Council allocated $100,000 to expand the cemetery from seven to nine acres, providing an additional 800 plots.

Park City Council deemed it in the best interest of the community to set forth policies in writing regarding operations and services of the City specifically to provide clarity on cemetery operations. Resolution No. 11-93 legislated the number of plots to be set aside available for sale to non- residents to 100. As of October 3, 2006, all 100 plots have been sold as specified; Resolution No. 27-06 legislated the removal of all non-resident plot sales.

The Memorial Wall project was created to provide an alternative to burial for the citizens. The sales of plaque sites potentially provide revenue to expand the wall project in the future.

(b) Purpose. The purpose of this policy is to provide a general outline for the operations of the cemetery including the Memorial Walls; it should not be construed as a rigid rule that binds City staff, the Mayor, or the Park City Council.

(c) Philosophy. It is the intent of the City to offer cemetery services to residents of Park City. Fees will be charged for the sale of property and services associated with interments to help offset the costs of cemetery operations and services.

(d) Eligibility. Anyone born in Park City, owning property, currently residing, or having resided within the City limits of Park City for a period of at least ten years consecutively, is eligible to purchase cemetery property, Memorial Wall plaque sites, or may be buried in the Park City Cemetery. The number of plots designated for sale to non-city residents has been filled. There are no plots available for sale to unqualified non-residents. To protect and provide for the welfare of Park City residents as the highest priority of the Mayor and City Council, the remaining available plots (approximately 250) remain available to persons who meet the criteria above. An allowance of 67 Memorial Wall plaque spaces may be sold to non-residents. Once these sites are sold, only eligible residents may purchase sites until the Memorial Wall site is expanded.

(e) Proof of Eligibility. Anyone wishing to purchase property in the Park City Cemetery, including plots and plaque sites, must show proof of eligibility, which may include presentation of a (1) current Summit County property tax assessment; (2) current utility bill showing a Park City (proper) service address; (3) Park City birth certificate; or (4) written testimony from a long-time Park City resident verifying applicant's eligibility or (5) recommendation from Park City Historical Society.

(f) Terms and Conditions of Cemetery Property Ownership:

1. Owner or owner's representative may determine who may or may not be buried in his/her property; they may also determine the verbiage on a plaque site located on a Memorial Wall.

2. Cemetery and Memorial Wall property deeds are non-transferable. If owner wishes to sell his/her property, the City may buy it back at the original purchase price. Owners may not sell plots or plaque sites to others.

3. Purchase price includes the perpetual care of the property at the City's expense. The City will assume responsibility for care of the property and any

monument or marker placed on the grave prior to May 27, 1993. See Subsection 7. Monuments placed after 1993 are to be maintained by the owner and must remain in a safe condition. The perpetual care also covers the area around the Memorial Walls, the walls themselves and installation of plaques, however does not include care of the plaques.

4. The City assumes no responsibility for damage to coping, fences, plaques in ground or on walls, or plant materials installed without the permission of the City.

5. The City requires a concrete vault for all burials with the exception of cremated remains.

6. Stacked burials will be allowed only on approval of the Cemetery Sexton. Up to 3 Cremations are allowed above a full casket burial. Up to four cremations may be allowed in one plot (with no casket burial).

7. Grave markers flush with the ground are recommended because of related maintenance costs. All parties requesting monument markers will pay an additional one-time fee and are required to sign a hold harmless agreement releasing the City from any liability due to damage resulting from maintenance activities. All monuments must contain pins placed between separate stones for safety. Owners who purchase plaque space on a Memorial Wall are responsible for correct layout and design, correct sizing of the plaque prior to delivery to Cemetery staff for installation. No pets may be buried in the cemetery nor memorialized on a Memorial Wall plaque.

8. No other items (hanging bric-a-brac, fake flowers, etc) may be placed on walls, surrounding areas, benches or ground around Memorial Walls.

(g) Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge as well as fees for cemetery services. Memorial Wall plaque sites are also available to veterans, free of charge. Family members wishing to be buried in this section of the cemetery will be charged for plots, services and plaque sites.

(h) Fee and Policy Changes. Fees are set forth in the Park City Fee Resolution. The fees, charges, and policy regarding the cemetery operation will be reviewed every three years and presented to the City Council for formal adoption. The Park City Council reserves the right to amend the policies and fees set forth without notice.

(i) State and Federal Regulations. The Park City Cemetery shall abide by all state and federal rules, regulations, and laws governing the operations of cemeteries.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ___ day of _________, 20__.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Jack Thomas

Attest:

____

Marci S. Heil, City Recorder

Approved to form:

____

Mark D. Harrington, City Attorney

Resolution No. _____

A RESOLUTION AMENDING SECTION8.7, RELATED FEES AND REPLACING AND REPEALING RESOLUTION NO. 23-13 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee resolution to Section 8.7 of the Fee schedule to include amendments to and the Cemetery Memorial Wall and ther associated fees; and

WHEREAS, a public hearing was held on January 23, 2014, to receive public comments on the user fee amounts, and

WHEREAS, the resolution amending section 8.7 related fees and replacing and repealing resolution No. 23-13 in its entirety, and

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby adopted with changes as outlined in Exhibit A

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 23rd day of January, 2014.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Jack Thomas

Attest:

____

Marci S. Heil, City Recorder

Approve as to form:

____

Mark D. Harrington, City Attorney

EXHIBIT A - PARK CITY FEE SCHEDULE (REVISED JANUARY 23, 2014)
[amended section attached, entire schedule to be adopted]

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	Resident Fees	Eligible Non-Resident Fees
Single adult grave	$300	$600
Single infant grave	150	300
Opening and closing adult grave	480	480
Opening and closing infant grave	360	360
Removal of adult from one grave to another within cemetery	960	960
Removal of infant from one grave to another within cemetery	720	720
Removal of adult for interment outside cemetery	480	480
Removal of infant for interment outside cemetery	360	360
Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	200	300
Interment of cremated remains	70	140
Monument grave marker maintenance	100	100
Memorial Wall plaque space	250	~~NA~~500

8.7.1.Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, , however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. . Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

City Council
Staff Report

Subject: **Park Silly Sunday Market - Consideration of a City Services Agreement with the Park Silly Sunday Market for a 3 year contract.**
Author: **Tommy Youngblood**
Department: **Sustainability**
Date: **January 23, 2014**
Type of Item: **Administrative**

Summary Recommendations:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2014, 2015 and 2016.

Topic/Description:
Contract approval of 2014, 2015 and 2016 Park Silly Sunday Market.

Background:
The PSSM was created in summer 2007 and has continued to take place on lower Main Street on Sundays the past six summers. After the 2008 Market, PSSM organizers began to request consideration of a long-term City-Services Contract to keep the Market on Main Street.

In December 2012, City Council approved a one year City Services Contract with PSSM. The City agreed to provide the PSSM with a mix of funding in the form of cash, fee waivers, and value in kind totaling $95,385. The breakdown of funding included:

(a) Annual cash payment for the following services (65,000 Total):
  (i.) $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4.
  (ii.) $10,000 will be for expanded Activities as defined in Section D.9.3
  (iii.) $25,000 will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

(b) Annual fee waivers and Value in Kind, based on a combination of the following:
  (i.) Fee waivers – 2013 fees estimated at $25,600
  (ii.) $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

The terms of the contract stated that the contract would expire on December 1st, 2013. The overall goal of the contract was to improve Main Street's market competitiveness and to preserve its long-term economic viability and success.

To that end, Council and staff continue to discuss the goal of "keeping Park City, Park City", and more specifically balancing that goal through implementation of the City's biennial strategic plans and the 2030 Plan. The Park Silly Sunday Market directly contributes to our sense of community and small town character and contributes to promote the vibrancy arts and culture in our community. With minimal environmental impact, the PSSM also contributes to the community's environmental goals. The Significant Impacts Matrix, below, further articulates the balance.

Analysis:
Based on input from stakeholders, specifically the HPCA Board and Events Sub-committee and PSSM, city staff has negotiated terms for a proposed contract for the 2014, 2015 and 2016 Markets.
Below is a list of the major changes proposed (Exhibit A):

- *Three year contract* – The term of the contract will start on January 30, 2014 and expire on December 1st, 2016.

- *Dates of the Market* – The dates of the Market are consistent with previous years and shall be held on 15 Sundays from June 8, 2014 through September 28, 2014 with the following exceptions:

    - No Market on August 3, 2014, August 2, 2015, and August 7th 2016 for the Park City Kimball Arts Festival;
    - Park City shall notify PSSM by June 1 of each contracted year if Park City requests the Market be canceled to accommodate a stage of the Tour of Utah on August of each contracted year. The previous contract required notification by April 1. PSSM and Staff agreed that the extend timeframe would give better planning and coordination opportunities between PCMC, PSSM and The Tour of Utah.

- *Working Group* - PSSM agreed in the previous contract to create a Working Group that will include at least: (a) two (2) HPCA representative; (b) two (2) PSSM representative; and (c) two (2) members of the Park City Council. In its first year the Working Group was successful in its efforts to promote and foster cooperation and communication between PSSM and the HPCA regarding PSSM's selection, inclusion and oversight of specific vendors that participate or have applied to participate in the Market. Staff, PSSM and HPCA finds that this group works well and its effectiveness should be enhanced by use of the 'Measures of Success' in the future.

- *City Funding* – The city financially supports PSSM in two ways; Direct financial support and indirect support that includes waivers of fees such as, Police Officers, Transit rerouting, fire and building code inspections, electrical power, parking use fees, etc. The direct financial contribution is to provide partial support for PSSMs overall operational expenses, including marketing, public relations and other related activities. This figure has always been intended to be reduced over time as PSSMs business model formed and was successful. The amount of the fee waivers has changed primarily due to the increase in the patrol officers required as the market attendance has grown and recent fee schedule changes Council approved in 2012. The waivers are consistent with other contracted events.

The proposed contract would agree to the following funding levels for the Market

Cash	Actual 2013		Proposed 2014	Proposed 2015	Proposed 2016
Marketing	$ 30,000.00	These categories have been combined	$ 50,000	$ 45,000	$40,000
Expanded	$ 10,000.00				
Operations/ Promotion	$ 25,000.00				
Fee Waivers	$ 20,385.00		$ 42,000	$ 42,000	$ 42,000
Cash VIK	$ 10,000.00	N/A	N/A	N/A	N/A
TOTAL	$ 95,385.00		**$ 92,000**	**$ 87,000**	**$ 82,000**

- *Footprint of the Market* – Same as the 2013 Market, the 2014, 2015, and 2016 event will be held on Main Street between Heber Avenue and 9th Street, and farmer's market on 5th Street from Main to Swede Alley. The expanded area shall not include consideration of closure of any additional portion of Main Street. There are no current plans for market expansion.

- *Measures of Success* – PSSM and Staff have created a list of items that PSSM will be graded on at the end of each market season. These items include specific vendor mix numbers & procedures, marketing and PR criteria, as well as specific operational measures. The City must find that PSSM has satisfactorily completed the 'Measures of Success' for the previous contracted year to qualify for the contract extension for the 2014-2015 and 2015-2016 Markets. These measures are attached to the contract as an exhibit

Staff finds that the new terms of the contract will reduce the negative impacts of the market and provide a means for all stakeholders to provide feedback in an effort to reach the goals of all parties involved.

Department Review:
Economic Development, City Manager and Legal and Special Events departments have reviewed this report and their comments have been incorporated into the report.

Alternatives:

A. Approve:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2014, 2015 and 2016 .This is staff's recommendation

B. Deny:
Conduct a public hearing and deny the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2014, 2015 and 2016.

C. Continue the Item for discussion:
Council could choose to continue the item. This could lead to delays in the operational planning and promotion of the market.

D. Do Nothing:
Council could choose to take no action on the item. PSSMs previous contract with the city has expired. There would be no PSSM as described in 2014

Significant Impacts:

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

Funding Source:
Special Events through the General Fund and Parking Department through the Transit Fund.

Consequences of not taking the recommended action:
Delaying approval of the contract would lead to delays in the operational planning and promotion of the market. In addition, the Market could choose to be located outside of Main Street and Park City.

Recommendation:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2014, 2015 and 2016.

Exhibit A - Contract

THIS MASTER FESTIVAL EVENT LICENSE AND CITY SERVICES AGREEMENT is entered into as of , 2014, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City" or "City"), and Park Silly Sunday Market, a Utah non-profit corporation ("PSSM").

Recitals

WHEREAS, PSSM has staged the Park Silly Sunday Market ("Market") in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

WHEREAS, Park City and PSSM wish to enter into a contract establishing Park City Main Street as the Market headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the Market with minimal impacts to the residents of the City;

WHEREAS, PSSM, a non-profit entity, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other nonmonetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with PSSM to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the location and programming of the Market as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city;

WHEREAS, Park City reviewed the direct economic benefits of the Market to Park City, and the Summary of Revenue Impacts to Park City is incorporated herein by reference. The City Council also finds that, in addition to the services contracted for herein, the Market has numerous additional indirect and intangible benefits which create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

Agreement

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

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and PSSM mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibits A-1 and A-2 of this Agreement and each Market in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual Market Event. Park City and PSSM agree that the purpose for cooperation and flexibility is the successful operation of the Market. Both Parties understand that plans may change each year, subject to final approval by the City Council.

1.2 Supplemental Plan. This Agreement outlines the terms for the respective duties and obligations of Park City and PSSM with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plan") with respect to those functions of the Use Areas. The Supplemental Plan and any modifications are incorporated herein and a material part of this Agreement. Any substantial changes in material terms, as determined by City Staff, shall require an amendment to this agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4, Chapter 8 (as amended) of the Park City Municipal Code and any other applicable ordinances.

1.3 PSSM General Responsibilities. In addition to the responsibilities of PSSM set forth herein, PSSM shall timely provide the City with all annual plans related to the Market and any other relevant information regarding the Market necessary for the Parties to perform pursuant to this Agreement.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth herein, Park City shall produce to PSSM all information relevant to the Market and the Use Areas, including internal staff communications. Park City shall also promote positive support for Park City's involvement in the Market and the opportunities provided thereby. Park City shall cooperate with PSSM and use its best efforts to notify PSSM of any pending City ordinances, City right of way project or any other City activities that could negatively impact the Market or the Market's sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. PSSM hereby agrees to hold the 2014, 2015 and 2016 Market in Park City. Accordingly this Agreement shall be effective from January 30, 2014 through December 1, 2016, subject to annual renewals below.

2.1 Conditions for automatic yearly renewal: At the end of each Market year, the Agreement shall be reviewed by Park City for compliance with the 'Measures for Success' as defined in **Exhibit B**. Park City must find that PSSM has satisfactorily completed the 'Measures of Success' for the previous contracted year to qualify for the automatic renewal for the 2015 and 2016 Markets. The City may provide PSSM with written notice of its intent not to renew by November 15 of the year (11/15/14 and 11/15/15) prior to the applicable Market date.

2.2 Dates of Market. The dates of the Market shall be held on 15 Sundays from June through September of each contracted year with the following exceptions:

1. No Market on August 3, 2014 August 2, 2015, and August 7th 2016 for the Park City Kimball Arts Festival
2. Park City shall notify PSSM by May 1, of each contracted year if Park City requests the Market be canceled to accommodate a stage of the Tour of Utah on August if each contracted year.

The Supplemental Plan shall have Council approval by the last Thursday Council meeting in March of each contracted year for the Market to begin Any delay in Supplemental Plan approval may necessitate a commensurate delay in the start of the Market.

2.3 Hours. The event will last from 10:00 am to 5:00 pm. Street closures for load in, load out, set up and delivery would allow street closures from 6:00 am to 8:00 pm. Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday weekends, and Silly Fest). In determining whether the Market may have expanded hours, Park City shall consider any recommendation of the Working Group as defined in Section D. 9.8 below, and which is subject to the Participation Agreement for Working Group Regarding the Park Silly Sunday Market ("Working Group"), or if the Working Group does not make a recommendation, then the rights and due process of all stakeholders equally including the public, PSSM, Park City and the HPCA.

2.4 Location. The event will be held on Main Street between Heber Avenue and 9th Street and on 5th Street from Main to Swede Alley.

1. The Coalition/9th Street Park shall not be included as part of the event. It will remain available for any protest, other artist or for the public's use.

2.5 Additional Conditions of Approval. The following apply unless specifically modified by the Supplemental Plan:

1. PSSM shall incorporate specific measures directed by Park City, including equipment, facilities and services to ensure the Market will be conducted with due regard for safety, health and sanitation.
2. Unless specifically approved by the Supplemental Plan or Mid-Event Review, Expanded Market Activities or Expanded Location on Main Street south of Heber Avenue shall terminate by 6:30 pm on each Sunday. Main Street north of Heber Avenue

shall reopen by 8:00 pm. Should PSSM be unable to open the street by that time, the closing time of the Market shall be adjusted to meet stated time limits.

3. A Fire Lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of Market operation. PSSM shall provide signage to indicate closures and detour options.
4. PSSM must obtain Relief from Noise Restrictions (Park City Municipal Code (PCMC) Section 6-3-11), as amended, for any set- up activity occurring before 9:00 am on any given Sunday.
5. PSSM shall comply with all UDABC regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.
6. PSSM has met with Park City Police and is aware that the Market has grown to a level where it warrants more than routine patrol and the cost of additional Police may be incurred by the applicant unless waived by City Council.
7. A base operational plan footprint and sign plan shall be submitted at the Supplemental Plan process outlining placement of no less than 80% of the Market. This will be used as the Approved Operational Market Footprint. All plans for tents, stages and other temporary structures and activities shall be submitted to the Building Department and the City Representative for review each week of the Market by Thursday at 5pm for the Market on the following Sunday. All changes from the Approved Operational Market Footprint must be approved prior to Friday at 5pm of that week
8. The costs to provide additional City staff or services, as estimated in the report herein, will be incurred by PSSM, unless otherwise waived by the City Council.
9. The applicant will orient all temporary stages so as to minimize sound impacts to the neighborhood. Monitoring of the amplified shall be consistent with PCMC 4-8A-7, as amended; regulations for Public Outdoor Music Plazas. The General Regulations of this section indicate the following:

   4-8A-7. GENERAL REGULATIONS.

   (A) The program manager, or his/her designee, shall provide on-site management for each event.
   (B) A sound technician shall provide on-site monitoring for each event with music, amplified or otherwise, and any amplified event.
   (C) Except as otherwise provided at Subsection 6(A) herein, for amplified events or music, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage. The data currently available to the City indicates that a maximum decibel level of 90 satisfies the purpose of this ordinance. The City may amend this ordinance consistent with newly acquired data.
   (D) All events shall be open to the public and free of charge.
   (E) The Police Department or other proper City official shall have access at all times to all Public Outdoor Music Plazas under this Chapter, and may make periodic inspection of said premises whether the officer or official is in uniform or plain clothes.
   (F) All events shall take place only on authorized Stages and shall have clean-up services directly following each event so as to leave the plazas in a clean and litter free manner.

10. If at any time, the vendor participation either north or south of Heber Avenue independently or for the entire Market drops to below 75% of its highest point from the 2010 - 2013 market seasons, and such drop in attendance is not the result of weather conditions, acts of god, or other conditions or events beyond PSSM's reasonable control, the City Council shall conduct a review of the MFL at the first available Council meeting. Event staff and public safety shall provide an assessment of success of the event pursuant to the criteria listed in the Master Festival License, PCMC Title 4, Chapter 8 and whether the findings, conclusions and conditions are still correct and/or being implemented. Upon one or more findings that the MFL is no longer meeting the anticipated vendor/public participation levels justifying the street closure, the above MFL criteria, or conditions approval, the City Council may amend this approval accordingly. Vendor participation for the Tour of Utah will not be used in calculation of this section.

11. As part of the Master Festival License, PSSM shall provide the case number issued by the Utah State Tax Commission and a copy of PSSM's application to the Utah State Tax Commission which lists all participating vendors and the information required in the application. PSSM shall also provide a list of all participating not-for-profit organizations. Consistent with section PCMC 4-8-7, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Special Events Sales Tax License.

12. Nothing herein shall limit use of Coalition Park by non-vendors in accordance with the Art in the Park Ordinance PCMC § 4-3A-7, as amended.

13. The Working Group shall meet monthly from April through October to review the vendor list to ensure the participants reflect the integrity of the Market's purpose and mission, and limit sales of mass produced goods. This group will also meet on-site to walk the market at least 3 times during the season. The Working Group will also have participation in the jurying of selected vendor categories.

14. PSSM shall return to Council no later than November 15, of each contracted year to conduct a review of the "Measures of Success" as defined in **Exhibit B** of the Market.

3. Grant of Lease. Park City hereby grants to PSSM and its designees and assigns, and PSSM hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit E-1 along with the use all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and PSSM with respect to the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and PSSM hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "as is."

4. Non-Exclusive Use; Right to License. The Use Areas are public rights of way and PSSM has Non-Exclusive Use as granted herein. During Market hours, PSSM shall have the exclusive right to jury, select and authorize Market vendors pursuant to the criteria herein and PSSM's internal guidelines and contracts. Otherwise, no right to exclude is hereby granted except as may be required by applicable law (UDABC alcohol areas). Businesses adjacent to and within the Use Areas shall remain eligible for outdoor/sidewalk sales as otherwise provided for in the Municipal Code.

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

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

4.3 Permitted Uses. PSSM is granted use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A -1 and A-2; including for the moving in and out, and the construction, erection and staging of decorations, trash, recycling and other temporary facilities and installations and other Temporary Improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Market; for advertising, marketing and promotion; and for any other purpose related to the Market.

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

5. Permits and Licenses.

5.1 Permits and Licenses. PSSM shall be solely responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Master Festival Event License. The City hereby finds the Market to comply with the PCMC Section 4-8-5. Upon execution of this Agreement, Park City shall issue to PSSM a Master Event License that covers all activities of PSSM described in this

Agreement that may require such a license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Event License for each Market.

5.3 Permits and Licenses Issued by Other Governmental Authorities. PSSM shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to PSSM's use of the Use Areas during the Use Periods. Park City shall support and cooperate with PSSM in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize PSSM to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

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

5.5 Sign Plan. On or before April 1, ,of each contracted year, Park City shall provide PSSM with a written plan detailing the applicable dates that PSSM promotional banners and signs shall be allowed on Main Street and the specific dates when such banners and signs must be periodically and/or permanently removed.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. In addition to enhanced restroom and trash service provided to all events, at no additional cost to PSSM, Park City will provide the following City Services:

(a) PSSM shall be entitled to a waiver of the following fees:

a. Parking fees for any approved Use Areas.
b. Building Permit fee and inspection fees for all tents and temporary structures.
c. Transit Department fees (labor and operational costs) for re-routing transit and moving bus stop locations on Park Avenue.
d. Transit Department for re-routing Main Street Trolley
e. Parks Department for street banner installation (does not include banner costs).
f. Application fees for the Master Festival Event License.
g. Use of city-owned type 1 and bicycle barricades, if available.

(b) PSSM shall be entitled to a credit of 480 hours (4 officers, 8 hours for 15 days) or enhanced Police patrols when determined necessary by the Park City Police Department.

(c) PSSM shall be entitled to use of Park City Main Street and other approved use areas at no cost, as outlined within Exhibit E-1.

(d) Installation and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.

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

6.2 Additional City Services and Work Order Process.
PSSM may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). PSSM may be charged the actual cost of Additional City Services incurred by Park City.

7. City Representative.

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

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

7.3 Management Meetings. The Event Representatives and Manager shall meet to review Market operation, Supplemental Plan and terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved prior to the first operational date of the Market.

8. Parking and Transportation.

8.1 Transportation Plans. PSSM, with coordination from Park City, shall develop and implement plans for traffic control around Main Street, as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings and any enhanced transit service to off-site shuttle lots. Park City shall modify and as necessary expand the public City Transit service, at Park City's expense, to meet the increased public demand during the Market consistent with the purposes of the Agreement and the needs of the public, including patrons of the Market. The system will remain open to the public and will service the existing transit routes.

The transportation plans contemplated by the paragraph above are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and PSSM both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

8.3 Parking Areas. Park City shall make available to PSSM for non-exclusive use the upper and lower Sand Ridge parking lots and the top level of the China Bridge Parking Structure for PSSM Vendors and Staff in accordance with Exhibit A-1 and A-2

D. PSSM SERVICES.

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

1. Vendor mix – PSSM agrees to regulate their vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street businesses:
    a. PSSM shall continue to develop the local growers' area of the Market. PSSM shall develop a plan to define a specific vendor mix and category type for approval with the Supplemental Plan. In developing a vendor mix plan PSSM may consider any written recommendations from the Working Group regarding vendor mix. PSSM's vendor mix plan shall specify a number of vendor types allowed or a percentage of vendor types allowed that may include, but is not limited to the categories listed in **Exhibit C** ;

2. On-Site Food (not to exceed 14 total) PSSM agrees to this number for On-Site Food Vendors.
    a. No on-site food vendors south of Heber
    b. PSSM agrees to offer first right of refusal to HPCA on 3 of each type of food vendor (Onsite Food, Gourmet Food and Snack Food). PSSM agrees to offer second right of refusal to the Park City Restaurant Association. As previously

noted on-site food vendors shall not exceed a total of 14.

c. In an effort to minimize direct negative competition to HPCA merchants and unwanted mass-produced items; PSSM shall develop, implement and manage criteria and in season follow-up for all vendor admissions to the Market. PSSM may consider any suggestions from the Working Group in developing criteria for vendor admissions to the Market. These criteria shall include specific definitions and review/checking procedures of vendor product verification.

3. HPCA access to vendor space – PSSM agrees to provide:
   a. One 10’x10’ vendor booth space with full set up for HPCA member use each week.
   b. Space in the PSSM Information kiosk/table for HPCA outreach, coupons, information etc
   c. Deadline of April 1st, 2014 for all HPCA requests

4. Marketing, Media, Cross Promotional and Public Relations – PSSM agrees to
   a. Promote Main Street in all marketing and promotional material.
   b. Include HPCA logo and sponsor credit in all media placement (detailed in Exhibit E-1), website, email blasts, social media and prominent locations within the Market.
   c. Signs and maps directing visitors to upper Main Street and China Bridge parking spaces, encouraging them to walk the length of Main Street.
   d. Co-promotions with Chamber, HPCA, etc. of specific specials, i.e. “early bird” dinner special.
   e. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:
      i. Print ads . PSSM to submit media/PR yearly recap to Park City;
      ii. Ads, links or info listings on Utah tourism, business and special internet websites;
      iii. Periodic television coverage;
      iv. Radio spots and promotions;
      v. Website spots, summer guides, fairs, non-profit organization calendar listings;
      vi. Email blasts; and
      vii. Social media, ‘if applicable’

5 Review(s) – PSSM agrees to:
   a. Approval of supplemental plan & review of specific operational plan
   b. Debrief of Market - is Market being operated consistently with service contract and Council goals
   c. Mid-Event Review –A mid-event review, which will consist of a Managers Report to City Council or Work Session by August 23, of each contracted year.
   d. Financial information regarding contributions to PSSM pursuant to this Agreement made available to City

6 Demonstrated & Measurable success – The following performance measures will be reviewed annually as part of the annual Supplemental Plans:

a. 'Measures for Success' as defined in **Exhibit C**

b Community benefits – PSSM shall conduct a limited survey of market attendees geared at measuring benefit to local community. Park City reserves the right to provide input to said survey and methodology, and changes shall be mutually agreed upon. This should be conducted with requirements for UTIC funding.

7. Limitation on use of funds - PSSM shall provide financial reports at the annual review that will outline the use of funds tied directly to contributions received by PSSM from Park City pursuant to this Agreement. These contributions will not to be allowed for executive or director salaries.

8. Working Group – PSSM agrees to create a Working Group that will include at least: (a) two (2) HPCA representative; (b) two (2) PSSM representative; and (c) two (2) members of the Park City Council. The Working Group shall seek to promote and foster cooperation and communication between PSSM and the HPCA regarding PSSM's selection, inclusion and oversight of specific vendors that participate or have applied to participate in the 2014, 2015 and 2016 Market and any other issues relevant to the 2014, 2015 and 2016 Market.

9.1 Park City, Main Street Venue. Park City's Main Street shall be recognized as the headquarters of the 2014, 2015 and 2016 Market.

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

A. www.parksillysundaymarket.com;
B. On-site event promotions; and
C. Weekly radio and TV spots; and
D. Weekly email blast and social media updates

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

E. FINANCIAL

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

Contracted Year 2014

(a) Cash payment for the contracted period January 30, 2014 through December 1, 2014 will be as follows:

(i.) $50,000 will be for Operations, Expanded Activities, Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4

(b) Annual fee waivers, based on a combination of the following:

(i.) Fee waivers – 2014 fees estimated at $42,000, (not including wavier of parking use fees)

Contracted Year 2015

(a) Cash payment for the contracted period December 2, 2014 through December 1, 2015 will be as follows:

(i.) $45,000 will be for Operations, Expanded Activities, Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4

(b) Annual fee waivers, based on a combination of the following:

(i.) Fee waivers – 2015 fees estimated at $42,000, (not including wavier of parking use fees)

Contracted Year 2016

(a) Cash payment for the contracted period December 2, 2015 through December 1, 2016 will be as follows:

(i.) $40,000 will be for Operations, Expanded Activities, Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4

(b) Annual fee waivers, based on a combination of the following:

(i.) Fee waivers – 2016 fees estimated at $42,000, (not including wavier of parking use fees)

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's Recommended Budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, PSSM and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by November 15, PSSM may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. . Payment shall be made within 15 business days of Supplemental Plan approval.. No payments shall be made to PSSM prior to approval of the Supplemental Plan. Similarly, should PSSM dissolve or file bankruptcy, PSSM may terminate this Agreement upon ninety (90) days prior written notice prior to that year's Market, without recourse or further claims by

Park City.

10.2 PSSM 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 PSSM 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. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. PSSM agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1, of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 PSSM's Indemnity. PSSM shall indemnify and hold the City, and their agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution and/or performance of any terms of this Agreement. However, that if such claims are caused by or are the result of concurrent or contributory 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 PSSM. Nothing herein shall require PSSM to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. PSSM expressly agrees that the indemnification provided herein constitutes the PSSM'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 PSSM claims or recovers compensation from the City for a loss or injury that PSSM 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. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. PSSM shall not make any claim against Park City or its officers, employees and agents with respect to any liability incurred by PSSM to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the Market, except to the limited extent such liability results from the willful misconduct of Park City, its officers, employees, or agents.

12. Insurance.

12.1 Insurance. PSSM shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

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

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

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

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in aggregate

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

(c) PSSM shall require any hired security company to provide a policy of liability insurance and name PSSM and Park City as name insured on the policy with limits set forth in 14.2(a).

12.3 Additional Requirements. The insurance provided by PSSM pursuant to Section 14.2 of this Agreement:

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

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

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

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

12.4 Park City Liability. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

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

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

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

16. Sponsorships. PSSM shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Market and events staged or conducted by PSSM in the Use Areas.

17. Representations and Warranties.

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

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

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

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

20. Other Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

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

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

If to PSSM:
Kimberly Kuehn – Executive Director
Park Silly Sunday Market
PO Box 684229
Park City, UT 84068

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

20.11 Nondiscrimination.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, PSSM will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. PSSM shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. PSSM will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor ;

Approved as to Form:

Mark D. Harrington, City Attorney

Attest:

City Recorder

PARK SILLY SUNDAY MARKET

____
Kimberly Kuehn Executive Director

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this day of , 2014, personally appeared before me , who being duly sworn, did say that he is the for , and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

Notary Public

Exhibit A - 1– PSSM 2014 Use Areas

Main Market Area

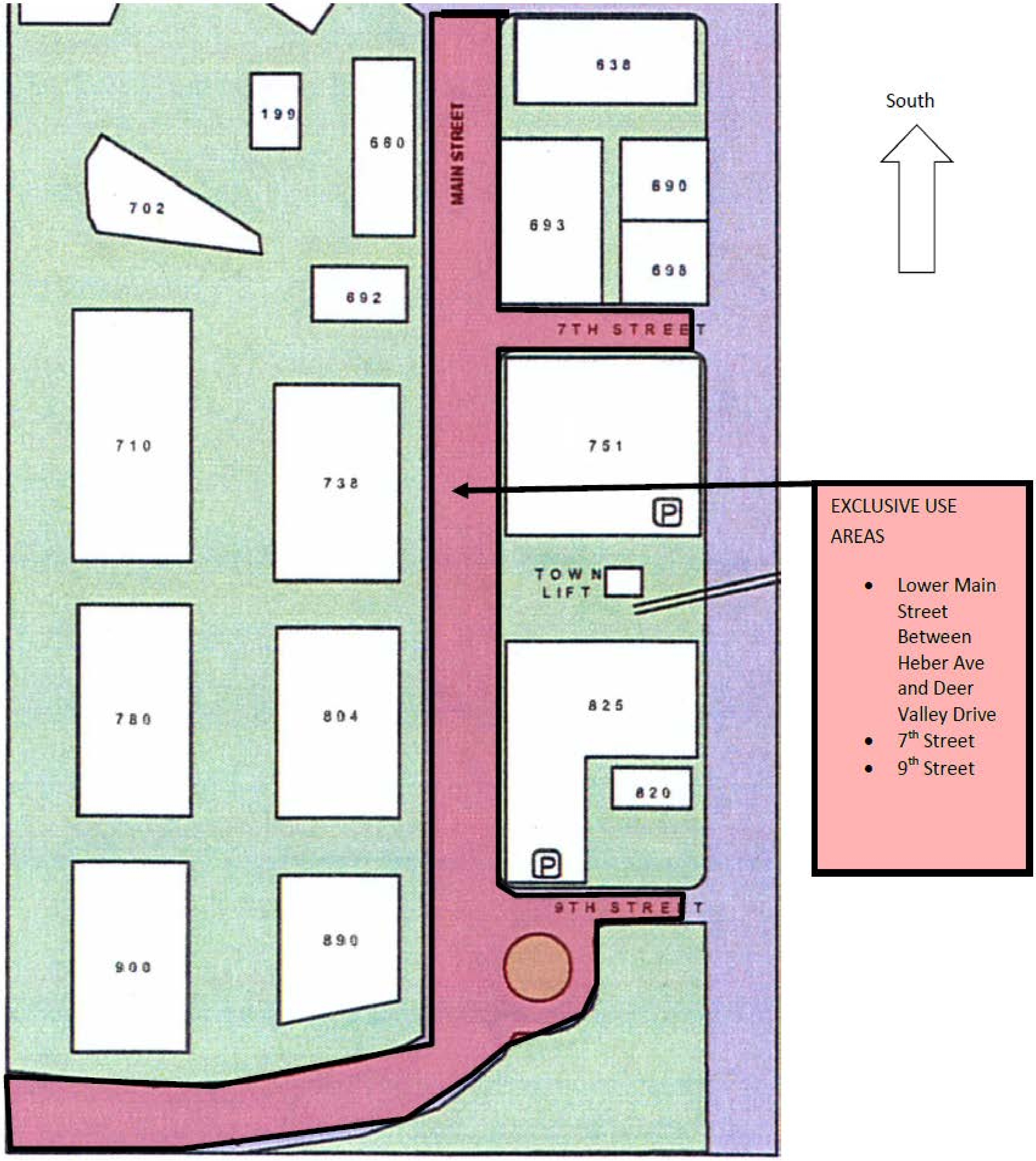
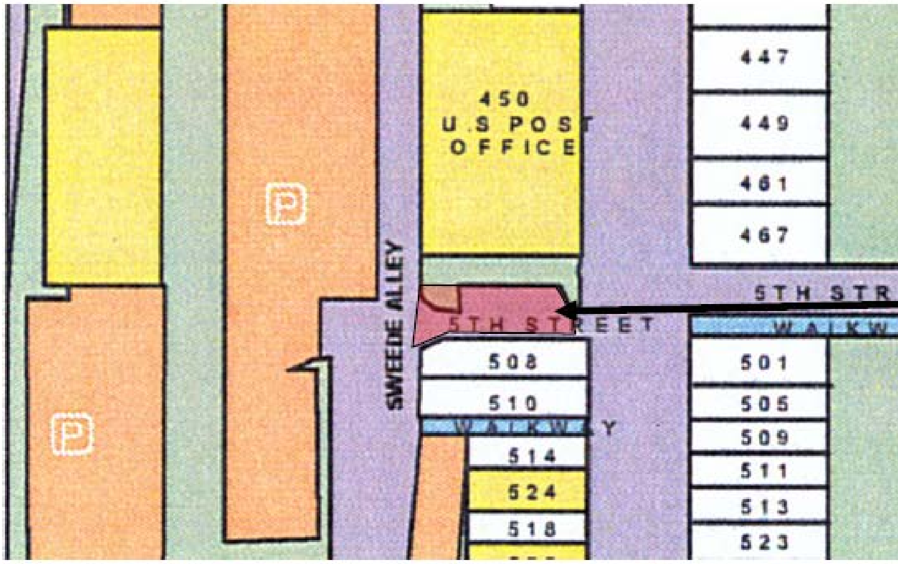


Exhibit A - 1– PSSM 2014 Use Areas

Farmers Market Location

South



EXCLUSIVE USE AREAS

- 5th Street Between Swede Alley and Main Street

Exhibit A - 1– PSSM 2014 Use Areas

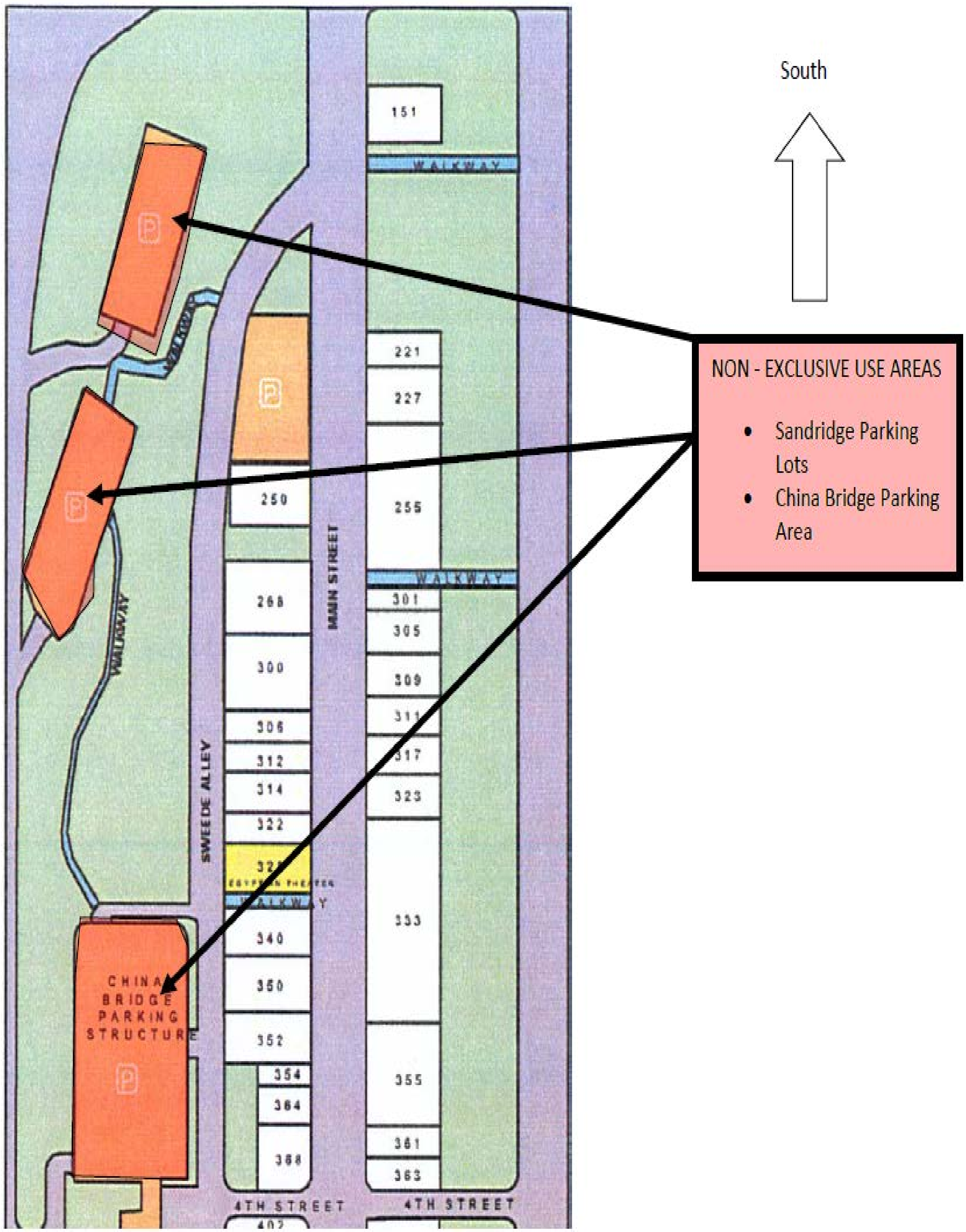


Exhibit A - 2– PSSM 2014 Use Areas Matrix

2014 USE AREAS

Use Area	ADDRESS	USE PERIOD	TYPE OF USE	COST
Lower Main Street – Heber Ave. to 9th St/DV Drive	Lower Main Street	15 Sundays, June – September, with exceptions	Exclusive use Area - Operational footprint of Market	$ 10, 240.00 – Lost Revenue
5th Street Between Main St. and Swede Alley	5th Street Between Main St. and Swede Alley	15 Sundays, June – September, with exceptions	Exclusive use Area - Operational footprint of Market	n/a
7th St and 9th Street	7th St and 9th Street	15 Sundays, June – September, with exceptions	Exclusive use Area - Operational footprint of Market	n/a
VENDOR AND STAFF PARKING	Sandridge Parking	As available	Non – Exclusive Use of Parking for PSSM vendors and staff	n/a
VENDOR AND STAFF PARKING	China Bridge Parking	As available	Non – Exclusive Use of Parking for PSSM vendors and staff	n/a

2014 CITY SERVICES

CATEGORY	ITEM	QUANTITY	DESCRIPTION	COST
PARK CITY TRANSIT	**Move bus Stop Locations& reroute Trolley**	**As available**	**Move bus Stop Locations on Park Ave. and Heber Ave. & reroute Trolley**	**$2,250.00**
PARK CITY POLICE DEPT.	**Patrol Officers**	**480 hours**	**Officers patrolling market**	**$36,000.00**
PARK CITY BUILDING DEPARTMENT	**Inspections & permit fees**	**As needed**		**$3,375.00**
PARK CITY PARKS DEPARTMENT	**Street Banner Installation**	**As needed**	**Main Street light pole banner installation and removal**	**$ 486.55**
PARK CITY STREETS DEPARTMENT	**Electronic VMS sign**	**2 signs**	**To be used for traffic management**	**$240.00**

Exhibit B

Measures of Success (Page 1 of 3)

1. Vendor Mix –
   a. Importers (allowed per week maximum)
      i. 2014 – 10
      ii. 2015 – 8
      iii. 2016 – 6
   b. Jewelers (allowed per week maximum)
      i. 2014 – 15
      ii. 2015 – 12
      iii. 2015 – 12
   c. On-site Food Vendors & Snack food Vendors (per week maximum)
      i. 2014 – 14
      ii. 2015 – 12
      iii. 2016 - 12
   d. PSSM will include a HPCA representative in the jurying of jewelry vendors
   e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.
   f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

*Businesses that are located within city limits will not be included in these counts.

2. Parking/Traffic /Pedestrian Management
   a. Create event parking plan
      i. Identify vendor vehicle
      ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas.
      iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event
      iv. Setup program to encourage parking of vendors in approved vendor locations

   b. Work with Special Events and Transit to get out alternate transportation messaging out with:
      i. Co- messaging with PC Transit Dept.
      ~~ii.~~ PSSM will create and implement different methods of informing the public (PSA's, print ads)
      iii. Create and implement a program encouraging non-motorized forms of transportation to the market.

Exhibit B

Measures of Success (Page 2 of 3)

c. Submit sign Plan to Staff at the time of Supplemental Plan containing the following
   i. Locations
   ii. Size & Type
   iii. Message
   iv. Placement and removal times

d. Work with City to Create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley

3. Market setup and Inspections
   a. Weekly notification to staff of footprint or operational changes
   b. Location of interior sponsor signs

4. Street Cleaning and Trash Removal
   a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan
   b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.

5. Coordination with PCMC and HPCA
   a. PSSM will schedule monthly 'Working Group" meetings from June through October
   b. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.
   c. PSSM will schedule a weekly market walk through with City representatives
   d. PSSM will supply the City Representatives with weekly report containing the following
      i. Estimated attendance
      ii. Zero Waste statistics
      iii. Breakdown of number of vendors and types

Exhibit B

Measures of Success (Page 3 of 3)

6. Marketing and PR
    a. Main Street logo on all advertisements & promotions
    b. Engage in co-promotions with Chamber, HPCA, Park City Restaurant association
    c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:

        I. Print ads
        II. Ads, links or info listings on–Utah tourism, business and special internet websites;
        III. Periodic television coverage;
        IV. Radio spots and promotions;
        V. Website spots, summer guides, fairs, non-profit organization calendar listings;
        VI. Email blasts; and
        VII. Social media, ‘ if applicable”

7. Other Items:
    a. Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by Staff and PSSM
    b. Quantify Marketing & PR Value – of at least $150,000
    c. PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following:
        i. Estimated attendance
        ii. Zero Waste statistics
        iii. Breakdown of number of vendors and types
        iv. List of non-profit groups attending the market
        v. Advertising information etc.
8. These measures may be adjusted with the approval of PSSM and the Park City Council

Exhibit C

2014 PARK SILLY SUNDAY MARKET – Vendor Types Defined

All categories are juried by the PSSM staff by way of required online application details including, but not limited to: product descriptions, photo samples of products, photo of booth display, history/business description including their 'story', list of sources and co-packing use.

PRIORITY 1: Artisan– A vendor that sells unique, art and handmade crafts (excluding food and jewelry). Starting materials must be significantly altered and enhanced by the artist. Preferential consideration given to local artists based in the state of Utah.

PRIORITY 2: Farmer – A vendor that sells fresh produce from his or her farm and/or a vendor that sells food products made of produce from his or her farm.

PRIORITY 3: Jeweler – A vendor that sells unique, handmade jewelry of their own making and design. Limited space available in this category,

PRIORITY 4: Gourmet Food – A vendor that sells foods or baked goods, made in Utah, which are intended/packaged for off-site consumption. Preferential consideration given to members of 'Utah's Own'.

PRIORITY 5: Designer – A vendor that plans the precise form, look or working of an item, excluding jewelry, in writing before such item(s) is manufactured pursuant to that vendor's specific request. To qualify as a designer, the vendor shall be required to submit specific design plans of all item(s) to be sold at the market. Preferential consideration given to local designers based in the state of Utah.

PRIORITY 6: Young Vendor – A vendor, 17 years of age or younger, that sells their own unique, handmade goods.

PRIORITY 7: Food – A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category

PRIORITY 8: Service Vendor – A vendor that provides on-site services to market attendees (ex. – henna, face-painting).

LAST PRIORITY: Importer – A vendor that purchases goods manufactured and/or procured outside the U.S. (jewelry not permitted in this category). This category is considered a 'last sell' vendor type. Vendors in this category are invited in April, based on remaining space available, in an effort to maximize opportunity to other vendor types. Importers will be limited to one stall per market date (ie. – no double booths permitted).