



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
November 3, 2016**

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, November 3, 2016.

**STUDY SESSION**

2:30 p.m. – Discuss Construction and Development Fee Waiver Policy and Recommend Criteria for Reviewing Applications and Determining Eligibility for Future Waivers or Adjustments **PAGE 3**

3:15 p.m. – Discussion and Overview - "Communities that Care" Initiatives **PAGE 14**

**WORK SESSION**

4:15 p.m. Council Questions and Comments

4:30 p.m. – Review Draft 2017 City Council Meeting Schedule **PAGE 15**

4:45 p.m. – Special Event Advisory Committee (SEAC), Event Prioritization, and Fee Reduction Updates **PAGE 18**

5:30 p.m. – Lower Park Avenue Update – Consideration of Relocation of the Senior Center Facility and Use/Program **PAGE 47**

**REGULAR MEETING**

6:00 p.m.

**I. ROLL CALL**

**II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

- 2016 Park City Summer Day Camp Summary **PAGE 56**

**III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)**

**IV. CONSENT AGENDA**

1. Request to Authorize the City Manager to Sign a Professional Services Agreement with Bowen Collins & Associates, Inc., for On-Call Landscape Architect Consultant Services in an Amount Not to Exceed \$75,000, in a Form Approved by the City Attorney **PAGE 59**

2. Request to Authorize the City Manager to Sign an Interlocal Cooperation Agreement Between Park City Municipal Corporation and Weber Basin Water Conservancy District (WBWCD) for Staff to Access Weber Basin's Screening Building **PAGE 67**

## **V. OLD BUSINESS**

1. Request to Authorize the City Manager to Enter into a Professional Service Provider Agreement in a Form Approved by the City Attorney's Office with GSBS Architects, in an Amount Not to Exceed Five Hundred Ten Thousand Dollars (\$510,000) for Phase 3 Design Development, Construction Documents and Administration **PAGE 75**

## **VI. NEW BUSINESS**

1. Conduct a Public Hearing to Allow Interested Parties to Present Arguments in Favor of and Against the Ballot Proposition with Respect to the Issuance of General Obligation Bonds for the Purchase and Protection of Bonanza Flats **PAGE 92**
2. Consideration to Continue an Economic Development Grant Contract in the Amount of \$20,000 for a Three Year Period for Anomaly Action Sports in a Form Approved by the City Attorney **PAGE 97**

(A) Public Hearing (B) Continue to November 10, 2016

3. Consideration to Continue Support of the Winter Balcony Enclosures Pilot Program on Main Street

and Approve an Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-of-Way **PAGE 98**

4. Consideration to Approve the New Type Three Special Event License and City Services Agreement with the Kimball Art Center as Approved by the City Attorney **PAGE 136**

5. 2016 Park Silly Sunday Market End of Season Review **PAGE 183**

6. Consideration to Continue a Public Hearing Regarding the Stein Eriksen Lodge Common Area, Third Supplemental Sheet to the Stein Eriksen Lodge Condominiums Plat, Located at 7700 Stein Way, Park City, Utah **PAGE 202**

(A) Public Hearing (B) Continuation to November 17, 2016

7. Consideration to Continue a Public Hearing Regarding the 2<sup>nd</sup> Amendment to the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision, for Goldener Hirsch Inn, Located at 7520-7570 Royal Street East, Park City, Utah **PAGE 204**

(A) Public Hearing (B) Continuation to December 1, 2016

## **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 4:00 p.m. to 9:00 p.m. Posted: See: [www.parkcity.org](http://www.parkcity.org)



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

- Construction and development fee waivers can provide the City with an opportunity to support local non-profits and school groups that provide a public benefit, but they can also cause a strain on funding for the services associated with the waived fees and on individual departments.
- Building permit related fees are calculated according to the true cost of providing the services related to the construction (plan review, inspections and administrative support). Impact fees are the true cost of providing specific services (water, parks, public safety and streets). Because these fees are calculated and utilized differently, it is important to consider them separately.
- Affordable Housing is a critical priority for the City and therefore is considered in this fee waiver discussion to understand the likely impact on other budgets and priorities.
- There are other fee waivers that exist within municipal operations, such as those for police services and special events; however staff has chosen to focus this report primarily on fee waivers related to construction and development both for ease of discussion and to facilitate a deeper understanding of the critical relationship between the fee waiver and the delivery of municipal services.

**Respectfully:**

Michelle Downard, Deputy Chief Building Official

## City Council Staff Report



**Subject:** Construction and Development Fee Waiver Policy  
**Author:** Rhoda Stauffer, Affordable Housing Project Manager  
Michelle Downard, Deputy Chief Building Official  
Jed Briggs, Budget Operations Manager  
Nate Rockwood, Capital Budget, Debt & Grants Manager  
**Department:** Sustainability, Budget and Building Department  
**Date:** November 3, 2016  
**Type of Item:** Informational

### Summary Recommendation

Staff would like to provide Council background information and start a discussion regarding construction and development fee waivers and recommend criteria in order to review applications and determine eligibility for future waivers or adjustments. Council would maintain the right to be the ultimate decision making authority on waiving these fees over \$5,000.

### Executive Summary

- Construction and development fee waivers can provide the City with an opportunity to support local non-profits and school groups that provide a public benefit, but they can also cause a strain on funding for the services associated with the waived fees and on individual departments.
- Building permit related fees are calculated according to the true cost of providing the services related to the construction (plan review, inspections and administrative support). Impact fees are the true cost of providing specific services (water, parks, public safety and streets). Because these fees are calculated and utilized differently, it is important to consider them separately.
- Affordable Housing is a critical priority for the City and therefore is considered in this fee waiver discussion to understand the likely impact on other budgets and priorities.
- There are other fee waivers that exist within municipal operations, such as those for police services and special events; however staff has chosen to focus this report primarily on fee waivers related to construction and development both for ease of discussion and to facilitate a deeper understanding of the critical relationship between the fee waiver and the delivery of municipal services.

### Acronyms

- MCPC – Municipal Code of Park City

### The Problem

- While Council has maintained the ability to consider specific fee waivers, there has not been a broad discussion regarding fee waivers and the resulting impacts.



- Fee waivers impact the overall financial stability of the departments and projects for which fees are collected.
- Waiving permit/impact fees can further Council's goals/priorities if used correctly, but can cause financial hardship to specifically impacted departments and projects.
- The fee waiver application process is too simple and does not require the applicant to explain, defend, and justify their need adequately.
- Because of the relationship between fee waivers and delivery of services, the need to be fiscally responsible and with the system as it is currently structured, staff is placed in the untenable position of needing to recommend against 100% fee waivers – which can make it seem like staff is not supportive of the non-profit entity that applies for a waiver.
- Affordable housing is a critical priority for Council and with a goal of 800 units within the next 10 years; waivers are likely to have significant impact on department budgets. See EXHIBIT B

## Background

### Construction and Development Fees

- [MCPC \(Municipal Code of Park City\) 11-12-13](#) allows for fees to be waived by City Council upon the recommendation of the City Manager.
- [MCPC 11-12-15](#) allows for fees to be reduced or waived for public or non-profit projects which are deemed to serve a beneficial public purpose, provided that any waiver or reduction in excess of five thousand dollars (\$5,000) must have City Council approval.
- The current fee waiver policy supplements the City Code and allows for the City Manager to waive fees up to \$5,000 for city projects, non-profits which provide a public benefit, private development receiving a historic grant or a youth group which provides a public benefit and are non-profit. See EXHIBIT A
- In the Spring of 2016, the Blue Ribbon Housing Commission affirmed a recommendation from the policy consultants, Economic and Planning Systems, that the ability to waive fees not be limited to the current \$5,000 to encourage more affordable housing development.

### Impact Fees

- Impact Fees (including Water, Roadways, Parks & Open Space and Public Safety) are calculated in association with the new development in accordance with the fee table. Impact Fees are currently considered for adjustments through the offset, waiver, appeal or independent fee calculation process in accordance with [MCPC 11-13](#). Impact fee calculation and administration must adhere to the Utah State Impact Fee Act.
- The City Council may waive Impact Fees for:
  - Construction of affordable housing, up to \$5,000 per unit;
  - Construction of a public facility.
- The State Code specifically allows the City to adopt an ordinance to include a provision to its impact fee enactments that provides an impact fee exemption for

low income housing and other development activity with a broad public purpose. Other than exemptions for low income housing, the ordinance must establish one or more sources of funds (other than impact fees) to pay for that development activity.

## **Analysis**

### **Construction and Development Fees**

- Construction and development fees are calculated in accordance with the adopted fee schedule. Fees are calculated to reflect the cost of providing the services related to the development activity. Ideally, the Building Department would be self-funding with revenues and expenditures balancing.
- The Building Department's main revenue fees are Building Permit Fees and Plan Check Fees. These fees are calculated to reflect the cost of inspection services and plan check services in order to maintain life safety code compliance with development activity.
- Other fees impacted by recent fee waivers include water meter fees, right of way permit fees, sign permit fees and plan check fees. These fees are also calculated to reflect the cost of providing the services related to the development activity for the Engineering and Planning Department.
- Service levels are reflective of the City's ability to staff, which is reflective of revenue.
- Any waiver of construction and development fees has a direct impact on department revenue and future budget. The lack of revenue results in additional stress on department staff and decreased morale due to the high workload demands, and no funding to recruit additional personnel. Additionally, the lack of revenue must ultimately be absorbed by the already allocated General Fund.
- The Building Department is not an enterprise fund, nor is it recommended to be so because of the fee revenue volatility due to changing market conditions. With this volatility, it is important to consider maintaining a balance between workload demands on staff and their associated costs. Substantial decreases in building revenue will lead to a decrease in expenditure budget. Staff's goal is to balance out operating expenses and revenues over time.
- Generally, staff believes that a 50% waiver of fees with a \$10,000 maximum is appropriate to be considered for a waiver as it can be absorbed by the General Fund. However, any higher amount would be too large of a strain on the General Fund for the City to absorb.
- On June 2, 2016, City Council approved an amendment to the building permit fees to reflect actual market valuation as well as increase to the fee multiplier, resulting in increased revenue. The amendment was intended to ensure that revenue collected was reflective of the cost of providing services over a period of time, approximately 10 years. (An average of 10 years is the reference used due to the fluctuation in construction and development fee revenue from year to year.) Staff recommended this code change to increase revenue to be more comparable with operating costs and to decrease how much the departments are supplemented by the General Fund.

- This last fiscal year (FY16), the Building Department ran an estimated deficit of \$244,000. This means that the Building Department operating expenses had to be subsidized by the General Fund because the revenues could not make up the difference. Non-profit waivers of fees exacerbated this issue. Packet, pg 9
- Staff has conducted a rough estimate of the potential impact of waiving all fees - both impact and planning/building/engineering/permit fees -- on future affordable housing units to be **more than \$4.4M over the next 10 years**. See EXHIBIT B
- On June 2, 2016, City Council approved a 100% fee waiver for building, planning and engineering fees for the Park City Historical Society in the amount of \$17,837.03. Packet, page 303
- On August 4, 2016, City Council approved a 100% fee waiver for the building, planning and engineering fees associated with the construction of an addition and remodel for the Christian Center of Park City in the amount of \$63,851.64.

### **Impact Fees**

- Impact fees rates are set by Council based on an established existing level of service provided to the community for water, roadways, parks & open space and public safety. New development assessed a fee, which reflects the developments impact on this existing level of service. The level of service and impact is assessed system wide; e.g., the development is assessed on its impact to the entire roadway system in the city, not just the roadways adjacent to the development.
- An impact fee study and capital facilities plan is performed for each impact fee type (Water, Roadways, Parks & Open Space and Public Safety) to determine the existing level of service, based on anticipated growth, current system capacity and new facilities which will be required to maintain the existing system capacity going forward.
- Impact fees are based the cost of providing the associated infrastructure related to water, parks, public safety and roadways to maintain the existing system capacity. Therefore, impact fee revenue is allocated to capital improvement projects directly related to those services. Impact fees must be expended on new facilities or amenities, which allow the system to provide the existing level of service despite more users. Therefore, impact fees cannot be used for maintenance or capital replacement of current assets, unless the capital replacement results in greater capacity.
- Any decrease in revenue would have a direct impact on the funding for those capital improvement projects. For example, if parks impact fees are waived, the level of service in the park would decrease (fewer parks or park amenities per resident or guest) unless other funds are allocated to cover the loss.
- When an impact fee is waived, and the development is constructed, the impact the development has on the level of service can be felt in two ways. In one scenario, such as in water, it would result in a shift towards ratepayers who would cover the impact burden of the new development in their water bill. New facilities or capacity would still be required for the demand the development puts on the system, but because the impact fees were not collected, this burden would fall to the current system users who would see higher water services fees

to cover the cost. Therefore, current water users would be partially subsidizing affordable housing or nonprofit infrastructure through their monthly water bill.

- The second scenario, which would likely happen with roadways, parks & open space and public safety, is that impact fees would not be collected in an amount sufficient to fund the planned facilities and additional funds would be required from the transfer from the general fund for capital. This would result in less capital projects being funded over time or if additional funds were not allocated towards roadways, parks & open space and public safety projects the current level of service and amenities would be reduced or diluted over time. Therefore, the abstract result of impact fee waivers being that residents and guests would be subsidizing affordable housing and nonprofits through a reduced level of service amenities in roadways, parks & open space and public safety.

## Staff Recommendation

### Fee Waiver Criteria

| <b>Fee Waiver Criteria</b>                              |
|---------------------------------------------------------|
| Applicant's Need for Fee Waiver                         |
| Soundness of Applicant's Proposal                       |
| Affordable Housing (not required)                       |
| Improving Affordable Housing Unit Standards             |
| Development is contributing to a City/Council Priority  |
| Development is contributing to a City Essential Service |
| Non-profit, which provides a public benefit             |
| Youth Group Project or Event                            |
| City Projects                                           |
| Other Government Entity Receiving a Benefit             |
| Other Benefits                                          |

Currently, fee waiver requests must identify how the development project complies with the Administrative Policy (by being a local non-profit or school group which provide a public benefit). Staff recommends requiring applicants to complete a more thorough fee waiver application and establish fee adjustment criteria. Development activities would be scored and fee waiver recommendations would be reflective of the applicant's ability to demonstrate their ability to meet the criteria listed.

Council goals will be considered in the criteria. Affordable housing has been specifically identified in the criteria as it is anticipated to be the most commonly seen development activity and trigger for construction and development fees. See EXHIBIT B

Staff is more supportive of construction and development fee waivers for developers who choose to add affordable housing. It is not recommended to consider affordable housing development that is required through a master plan development, development agreement or other condition of approval governing a project.

City Council would maintain the right to be the ultimate decision making authority on fee waivers over \$5,000. Therefore, applicants would continue to submit their waiver request for Council's recommendation. When considering the request, Council may choose to refer to the criteria for background and guidance.

The [MCPC 11-12-15](#) limits staff and the City Manager from waiving any fees over \$5,000. While staff does not think this is necessary, should Council wish to enable a higher threshold for fee waivers approved by the City Manager, staff can recommend a code change. For the benefit of Council and the public, and to maintain transparency, staff recommends continuing to bring fee waiver requests over \$5,000 to Council for specific consideration

### **Next Steps**

Staff would like Council to have a robust discussion in the Study Session about the relationship between fee waivers and delivery of service. Should Council wish to discuss this specific topic and/or broaden the discussion topic to include Special Event fee waivers, staff can bring that back to Council at a later date.

### **Department Review**

The Building, Budget, Affordable Housing, Legal, Planning, Engineering, Water and Executive Department have reviewed this report.

### **EXHIBITS**

EXHIBIT A – Administrative Fee Waiver Policy

EXHIBIT B - Affordable Housing Fee Waiver Estimates

## EXHIBIT A- Administrative Fee Waiver Policy

### Administrative Policy for the waiver of Building Permit Fees by the City Manager

#### A. PURPOSE

The intent of this policy is to effectively and fairly determine the waiver of Park City Municipal Corporation (PCMC) Building Permit related fees for regulated development, projects, and events which provide a public benefit. The City does not wish to place an undue burden on the City and entities providing a public benefit for the cost and time to process building permits. Building Permit related fees include all fees described in Municipal Code 11-12.

#### B. POLICY

The City Manager is authorized to reduce or waive fees on public or non-profit projects, which are deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees totaling more than five thousand dollars (\$5,000) on any one project may be waived without City Council approval. The City Manager shall waive the requirement of a cash guarantee for limits of disturbance on City projects, and may waive the requirement of a cash guarantee on public/private partnership projects. The City may also meet the requirements for guarantees for public improvements or limits of disturbance on City Projects through written agreements between departments.

The City Manager shall waive (up to \$5,000) all PCMC Building Permit related fees for:

1. All City projects. The City Manager may choose to not waive fees where Permit related fees are reimbursable through a grant;
2. All non-profits which clearly provide a public benefit such as, church building improvements, school related events (not meeting the special event criteria), temporary structures to promote educational programs by an organization;
3. Private development receiving a Park City Historic District Grant, provided the fee waiver is for the work qualifying for the grant;
4. Youth group (not acting under the school or non-profit) projects or events (not meeting the special event criteria) requiring building permits which clearly provide a public benefit and are not for profit;

Waiver of fees for City projects up to \$5,000 is automatic. Waiver of fees for public or non-profit projects, which are deemed to serve a beneficial public purpose must be in writing.

#### C. EFFECTIVE DATE

This policy shall become effective upon adoption.

Executed this 28<sup>th</sup> day of June, 2010

CITY MANAGER

  
Thomas B. Bakaly

### **Guidelines for the Waiver and Payment of Fees for City projects**

Staff will use these guidelines for all City construction projects requiring the waiver of building permit fees above \$5,000; the waiver of non-water impact fees; and the payment of water impact fees prior to the issuance of building permits. All City projects requiring impact fees are required to pay water impact fees. Per administrative policy all building, planning and engineering fees (up to \$5,000) shall be waived by the City Manager.

- A. Project Managers for all City construction projects requiring a building permit shall determine if a waiver of building permit fees (above the \$5,000 City Manager waiver) or non-water impact fees shall be requested of the City Council.
  - 1. Project managers will request the waiver of building permit fees and non-water impact fees by action of the City Council prior to or at the time of authorization of the construction agreement for any project.
  - 2. Project managers will receive an estimate of the building permit and non-water impact fees prior to submitting plans to the Building department. The Building department will determine the estimate by value of the project, the square foot of development or any other measurement that is applicable.
  - 3. Projects not receiving waivers of building permit and non-water impact fees shall make arrangements to pay the non waived fees (above the \$5,000 waived by City Manager) from the project budget prior to the issuance of building permits.
- B. Project Budgets for all construction projects requiring a building permit will include the dollar amount of water impact fees associated with the project or the project manager will determine and recommend an increase in the project budget to pay the water impact fees.
  - 1. Project managers shall estimate the water impact fee for all building permit related development projects undertaken by the City. This estimate shall be made as early in the project as possible but must be made prior to submitting plans for Building, Planning and Engineering review. The project manager will contact the Public Works Manager or the Water Manager to estimate the water impact fees for each project.
  - 2. Upon completion of the initial building, planning and engineering plan check the Building department and Public Works department will calculate the water impact fees prior to building permit issuance.
  - 3. If the calculated or estimated amount of water impact fees seems unreasonable the project manager shall contact the Public Works Manager to request a recalculation. The project manager shall furnish building, landscape or irrigation plans and meet with the Public Works Manager to finalize the water impact fee calculation.

4. The project manager will make arrangements with the Finance department and Building department to transfer water impact fees from the project account to the water impact collection account prior to building permit issuance.
5. If the estimated amount of water impact fees and all construction costs exceed the amount budgeted for the project then the project manager will strategize the best method to reduce construction costs to meet the budget or request an increase in the budget to meet the costs.



EXHIBIT B – Affordable Housing Fee Waiver Estimates

**Estimated 2015 cost or loss of revenue  
for waiving fees for affordable housing developments**

| Fee Description                                                                                                          |                                                                                                                                                                                |                       |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                          | Building Permit - .75 of 1% of value of construction                                                                                                                           | \$1,147.50            |
|                                                                                                                          | Plan check by building department                                                                                                                                              | \$745.88              |
|                                                                                                                          | Water - interior                                                                                                                                                               | \$3,428.00            |
|                                                                                                                          | Water - exterior                                                                                                                                                               | \$799.00              |
|                                                                                                                          | Parks, Trails, Open Space, Police, Roadway Facilities                                                                                                                          | \$2,380.00            |
|                                                                                                                          | CUP in 70% of units                                                                                                                                                            | \$75.00               |
|                                                                                                                          | MPD (560/unit) in 50% of units                                                                                                                                                 | \$280.00              |
|                                                                                                                          | Plat amendments in 50% of units                                                                                                                                                | \$25.00               |
|                                                                                                                          | Condo plat application in 80% of projects                                                                                                                                      | \$360.00              |
| Other potential misc. costs - historic design review, zoning change, fire permits, toxic soils tests, sign permits, etc. |                                                                                                                                                                                | \$231.01              |
|                                                                                                                          |                                                                                                                                                                                |                       |
| <b>Potential impact and permit fees per unit</b>                                                                         |                                                                                                                                                                                | <b>\$9,471.38</b>     |
|                                                                                                                          |                                                                                                                                                                                |                       |
| <b>Potential lost revenue for 468 affordable units**</b>                                                                 |                                                                                                                                                                                | <b>\$4,432,607.89</b> |
| *Total is in 2015 value. Costs are anticipated to escalate annually with the cost of construction.                       |                                                                                                                                                                                |                       |
| **800 unit goal minus units coming from development agreements (332) = 468                                               |                                                                                                                                                                                |                       |
| <b>Assumptions:</b>                                                                                                      |                                                                                                                                                                                |                       |
|                                                                                                                          | One AUE = 900 square feet, 2/br unit                                                                                                                                           |                       |
|                                                                                                                          | Construction costs are based on an average of residential and mixed use construction costs for the prior calendar year based on permits issued by the PCMC Building Department |                       |
|                                                                                                                          | CUPs will be required in 70% of the projects                                                                                                                                   |                       |
|                                                                                                                          | MPDs will be utilized in 50% of the projects                                                                                                                                   |                       |
|                                                                                                                          | Plat amendments will be needed in 30% of the projects                                                                                                                          |                       |
|                                                                                                                          | Condo plat applications will be needed in 80% of the projects                                                                                                                  |                       |
|                                                                                                                          |                                                                                                                                                                                |                       |



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Council requested a Study Session to further discuss additional ways Park City Municipal can support community-driven initiatives that aim to promote and support child and youth development and public health. There are many different models throughout the County that work on these types of initiatives. On such model that already exists in Utah is the [Communities That Care](http://www.communitiesthatcare.net/) initiative. Having an existing program within close proximity to Park City provides an easy access point to quickly meet with representatives and learn more about their work and the outcomes they are achieving in other proximate communities.

The Study Session will provide a general overview of the Communities that Care initiative in Utah, and the steps it uses to guide communities through a five-phase change process. Using prevention science as its base, Communities that Care is stated to promote healthy youth development, improves youth outcomes, and reduces problem behaviors.

In addition to introductions by Councilmember Nann Worrel and Superintendent Dr. Ember Conley, the Study Session will also include staff from Communities that Care – Utah initiative, as well as members of the newly formed Youth City Council.

See <http://www.communitiesthatcare.net/> for more information prior to the Study Session.

**Respectfully:**

Michelle Kellogg, City Recorder



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Council will review the draft 2017 City Council Meeting calendar and work to finalize the meeting dates. Staff will bring hard copies of the calendar to the meeting.

**Respectfully:**

Michelle Kellogg, City Recorder

## **DRAFT 2017 City Council Calendar: Updated October 30, 2016**

### **December 2016**

- 1 City Council Meeting
- 8 City Council Meeting
- 15 City Council Meeting
- 22 No meeting (Christmas Eve)
- 29 No meeting (New Year's Eve)

### **January 2017**

- 5 City Council Meeting
- 12 City Council Meeting
- 19 No Meeting (Sundance January 19-29, 2017)
- 26 City Council Meeting (Council request: start at 4:30pm or after – Women in Sundance Brunch & film)

### **February 2017**

- 2 City Council Meeting
- 8-10 City Council Annual Retreat
- 16 City Council Meeting
- 23 No Meeting (school break)

### **March 2017**

- 2 City Council Meeting
- 9 City Council Meeting
- 16 No Meeting
- 23 City Council Meeting
- 30 City Council Meeting

### **April 2017**

- 6 No Meeting (ULCT conference April 5-7)
- 13 City Council Meeting
- 20 City Council Meeting
- 27 City Council Meeting

### **May 2017**

- 4 No Meeting
- 11 City Council Meeting
- 18 City Council Meeting
- 25 City Council Meeting

### **June 2017**

- 1 No Meeting (Memorial Day Monday, May 29)
- 8 City Council Meeting
- 15 City Council Meeting (Budget Adoption meeting. Budget must be adopted before June 22)
- 22 No Meeting
- 29 City Council Meeting

**Comment [DF1]:** Council – do you want to have a meeting this day? Monday January 2 is a federal holiday, so you will receive the City Council packet on Tuesday, January 3.

**Comment [DF2]:** One Council Member out of town March 23. Could do the following if you would like:  
-Have a meeting on March 16  
-No meeting March 23  
Please note that Council Member has not requested accommodating travel schedule. Just wanted to point out that it is possible.

**Comment [DF3]:** Recommend changing the No Meeting date from May 25 (earlier version of calendar) to June 1, so there would be 3 City Council meetings in May and 3 City Council Meetings in June.

## **July 2017**

- 6 No Meeting (Tuesday, July 4<sup>th</sup> holiday)
- 13 City Council Meeting
- 20 City Council Meeting
- 27 No Meeting (Pioneer Day holiday on Monday, July 24)

## **August 2017**

- 3 City Council Meeting
- 10 No Meeting
- 17 City Council Meeting
- 24 No Meeting
- 31 City Council Meeting

## **September 2017**

- 7 No Meeting (City Tour is Sept 6-10)
- 14 City Council Meeting
- 21 City Council Meeting
- 28 No Meeting

## **October 2017**

- 5 City Council Meeting
- 12 City Council Meeting
- 19 No Meeting (UEA weekend Oct 19-20)
- 26 City Council Meeting (*could meet Tuesday, October 24*)

## **November 2017**

- 2 No Meeting
- 9 City Council Meeting
- 16 City Council Meeting
- 23 No Meeting (Thanksgiving Day)
- 30 City Council Meeting

## **December 2017**

- 7 City Council Meeting
- 14 City Council Meeting
- 21 No Meeting (Christmas Eve — *although could have a meeting where xmas isn't until the following Monday* )
- 28 No Meeting (New Year's Eve)

## **January 2018**

- 4 No Meeting (New Year's — Monday & Tuesday, January 1 & 2 are holidays)
- 11 City Council Meeting
- 18 No Meeting (Sundance)
- 25 City Council Meeting (*Council request - start at 4:30pm or after — Women in Sundance Brunch & film*)

**Comment [DF4]:** Council Member has requested August 24 as no meeting week so that liaisons can attend the CAST meeting. Council members – are you OK with of two meetings off in August? It still meets the City Council target objective of three meetings in month, whenever possible. Recommended change shown in this updated calendar. (Prior calendar had August 17 as No Meeting)

**Comment [DF5]:** One Council Member out of town October 5. Could do the following if you would like:  
-Have a meeting on September 28  
-No meeting October 5.  
Please note that the Council Member has not requested accommodating travel schedule. Just wanted to point out that it is possible.

**Comment [DF6]:** Council Member has requested October 26 as no meeting week so that liaisons can attend the CAST meeting. Couple of options:  
OPTION 1: Having a City Council meeting on **Tuesday**, October 24 to allow for CAST, but not mess up UEA weekend. Could also have No Meeting October 5 & have a MEETING on September 27 to accommodate one Council Member's travel schedule.

OPTION 2: (*not preferred*)  
Could do the following to accommodate both schedules:  
-September 28: MEETING  
-October 5: No meeting  
-October 19: MEETING (bad for public w/kids)  
-October 26: No Meeting  
-November 2: MEETING  
-November 9: MEETING  
-November 16: MEETING



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

As directed by Council on September 22, staff is returning to update City Council regarding the composition of SEAC, Event Threshold/Prioritization and give a fee reduction update.

For more than 15 years, Special Events has been seen as an economic tool to replicate the success of the winter resort economy. Special events have been specifically used to facilitate activity in the summer and shoulder seasons. Additionally, events provide opportunities and amenities to our local community and create cultural opportunities. To manage the success of a year round destination economy, focus has increasingly been to mitigate impacts to the surrounding Park City and Summit County communities.

The Special Event Department has been working on a number of tools to help efficiently manage events taking place in Park City including:

- Special Events Municipal Code Update - Completed March 24, 2016
- Creation of the [Special Events Advisory Committee](http://www.parkcity.org/government/boards-commissions/special-events-advisory-committee) [<http://www.parkcity.org/government/boards-commissions/special-events-advisory-committee>](http://www.parkcity.org/government/boards-commissions/special-events-advisory-committee) (SEAC) in June of 2015.

Several tools to further mitigate event impacts and help address over programming of the event schedule in the Park City area have been deployed; however, staff believes additional strategies should be considered to achieve and maintain the proper balance and prevent exceeding the City's event carrying threshold beyond our ability to mitigate impacts.

Additionally, staff believes that City Council previously placed a high priority for events to ensure they are important to our community's economic vitality and that further focus is needed to ensure the events in Park City help to create a sense of place and promote community interaction and further focus to ensure events additionally provide cultural and community amenities and value.

Through both the process of the event overhaul and implementation of SEAC, staff believes the community has reached a capacity for threshold of special events as they are currently being mitigated. Additional mitigations to ensure adverse impacts may be required to reduce the feeling of event fatigue and align with City Council's critical priorities including achieving sustainability and transportation goals, as well as, create unique experiences to achieve a sense of place and maintain Park City's quality of life. In order to fully execute these additional mitigations, staff, event organizers and the

community will need to help implement changes. This also provides an opportunity to further align mitigations and changes with City Council's critical priorities.

**Respectfully:**

Jennifer Diersen,



## City Council Staff Report

**Subject:** Special Event Update – SEAC, Event Prioritization & Fee Reduction Update  
**Author:** Jenny Diersen, Special Events Coordinator  
Jason Glidden, Economic Development Project Manager  
**Department:** Special Events  
**Date:** Thursday, November 3, 2016  
**Type of Item:** Legislative

### Summary Recommendation

As a supplement to City Council's direction on September 22, 2016 to "let up on the gas pedal" with regard to Special Events, City Council should provide additional direction on the composition of SEAC, event threshold/ prioritization and fee reduction to prevent exceeding the City's event carrying threshold beyond what we can effectively and safely mitigate.

### Executive Summary

As directed by Council on September 22, staff is returning to update City Council regarding the composition of SEAC, Event Threshold/Prioritization and give a fee reduction update.

For more than 15 years, Special Events has been seen as an economic tool to replicate the success of the winter resort economy. Special events have been specifically used to facilitate activity in the summer and shoulder seasons. Additionally, events provide opportunities and amenities to our local community and create cultural opportunities. To manage the success of a year round destination economy, focus has increasingly been to mitigate impacts to the surrounding Park City and Summit County communities.

The Special Event Department has been working on a number of tools to help efficiently manage events taking place in Park City including:

- Special Events Municipal Code Update – Completed March 24, 2016
- Creation of the [Special Events Advisory Committee](#) (SEAC) in June of 2015.

Several tools to further mitigate event impacts and help address over programming of the event schedule in the Park City area have been deployed; however, staff believes additional strategies should be considered to achieve and maintain the proper balance and prevent exceeding the City's event carrying threshold beyond our ability to mitigate impacts.

Additionally, staff believes that City Council previously placed a high priority for events to ensure they are important to our community's economic vitality and that further focus is needed to ensure the events in Park City help to create a sense of place and promote



community interaction and further focus to ensure events additionally provide cultural and community amenities and value.

Through both the process of the event overhaul and implementation of SEAC, staff believes the community has reached a capacity for threshold of special events as they are currently being mitigated. Additional mitigations to ensure adverse impacts may be required to reduce the feeling of event fatigue and align with City Council's critical priorities including achieving sustainability and transportation goals, as well as, create unique experiences to achieve a sense of place and maintain Park City's quality of life. In order to fully execute these additional mitigations, staff, event organizers and the community will need to help implement changes. This also provides an opportunity to further align mitigations and changes with City Council's critical priorities.

### **Acronyms**

|           |                                                                |
|-----------|----------------------------------------------------------------|
| Chamber   | Park City Chamber of Commerce and Convention & Visitors Bureau |
| HPCA      | Historic Park City Alliance                                    |
| PCMC/City | Park City Municipal Corporation                                |
| SEAC      | Special Events Advisory Committee                              |

### **The Problem and the Opportunity**

There are times when the comfortable carrying capacity of town seems exceeded and the necessary resources needed to properly manage events during these times are stressed.

Quantifying this threshold or capacity has been challenging, and staff has worked to collect feedback of perceived feelings of the community and some event data to help make recommendations. The Special Events Department has worked with SEAC to increase community involvement and make recommendations on finding a balanced way to debrief and prioritize the busy event calendar, as well as, make recommendations on fee reduction of City Services provided at events.

Though the success of using Special Events to bring summer visitors and diversify the special event calendar has resulted in a small increase in the number of permitted events year over year, it has resulted in a large increase in the overall attendance to events. Staff has been working to:

- Increase the positive influences events bring to both the local community and economy;
- Meet the fundamental requirements of ensuring public health safety, and welfare;
- Implement mitigations for the adverse impacts that events cause related to safety, sustainability and transportation/traffic.

As City Council reviews this report it is important to consider both the challenges and additional opportunities that may arise with regard to creating community and sense of place, as well as, encouraging transportation and sustainability incentives and goals. In addition to existing code criteria, Council needs to consider the delicate balance both

the positive and adverse impacts of events and how recommendations regarding the event will impact:

- Residential Neighborhoods;
- Community and culture;
- Local businesses, non-profits, and community partners and stakeholders in the Park City Area;
- Transportation & Sustainability Goals;
- The overall event threshold in Park City;
- Individual events across the event calendar;
- City's role in facilitating and/or reducing events;
- Fee Reduction with regards to level of service the City may provide and the City's budget and level of Service provided at events; and
- Multi-jurisdictional event coordination.

## **Background**

### City Council Reports:

|                    |                                                                                                |
|--------------------|------------------------------------------------------------------------------------------------|
| October 9, 2014    | <a href="#">Special Events Update Study Session</a> – pages 2 through 17                       |
| October 9, 2014    | Special Event Update <a href="#">Minutes</a> – pages 1 through 2                               |
| December 4, 2014   | <a href="#">Special Events Discussion</a> – pages 8 through 24                                 |
| December 4, 2014   | Special Events Discussion <a href="#">Minutes</a> – pages 9 & 10                               |
| March 26, 2015     | <a href="#">Special Event Update</a> – SEAC on pages 8 through 11.                             |
| March 26, 2015     | Special Event Update <a href="#">Minutes</a> – pages 1 through 2                               |
| June 4, 2015       | <a href="#">Special Events Advisory Committee Establishment</a> – pages 656 through 663        |
| June 4, 2015       | Special Events Advisory Committee <a href="#">Minutes</a> – page 9                             |
| July 9, 2015       | <a href="#">Special Events Advisory Committee Addition</a> Manager's Report – page 14          |
| January 28, 2016   | <a href="#">Special Events Department Code Changes</a> – page 93 through 140                   |
| January 29, 2016   | Special Events Department Code Changes <a href="#">Minutes</a> – pages 9 through 10            |
| March 24, 2016     | <a href="#">Title 4, Chapter 8 Special Event Code Amendment</a> – pages 67 through 101         |
| March 24, 2016     | Title 4, Chapter 8 Special Event Code Amendment Minutes – page 7                               |
| May 5, 2016        | <a href="#">Special Event Fee Reduction (July 1 through December 31)</a> pages 152 through 170 |
| May 5, 2016        | Special Event Fee Reduction (July 1 through December 31) <a href="#">minutes</a> – page 9      |
| June 30, 2016      | <a href="#">Special Event Advisory Committee Update</a> - pages 188 through 210                |
| September 22, 2016 | <a href="#">Special Event Work Session Update</a> - pages 7 through 30                         |
| September 22, 2016 | Special Event Work Session <a href="#">Minutes</a> - pages 7 – 11                              |

Park City has long known as a winter resort destination with several international winter events. Recognizing that Special Events could be used to increase economic vitality to

summer and shoulder seasons, Park City began building summer and shoulder seasons in order to achieve the following goals:

- Eliminating the dramatic decrease in business in shoulder and summer seasons;
- Transition from a seasonal employment economy to year round employment as a result of extended business operations;
- Increase in sales & transient room tax revenues, leading to expanded community amenities; and
- Increased level of many different services for year round residents.

Special Events are an important element as relates to the General Plan regarding creating sense of place. Park City hosts world class local, regional, national and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. As events support the continued success of the multi-seasonal tourism economy, it is the community character that adds to the visitor experience. Events foster diversity if jobs which create greater economic stability and new opportunities for employment in Park City. Events are an essential to the vibrancy of Park City's arts and culture and allowing for community involvement, local music and artists, and creative expression.

Both the success and challenges of a multi-season resort destination have created a need to more effectively manage special events. Starting in the summer of 2014, City staff began receiving feedback that the community perception was that there was an increase in 'event fatigue'. From October of 2014 to March of 2016, steps were taken to improve the management of impacts from special events. Prior direction from City Council had remained unchanged and encouraged staff to continue to promote and facilitate special events in Park City. The Event Management Overhaul Timeline is outlined as Exhibit B.

The graphs in Exhibit A indicate year over year sales tax and lodging revenue, as well as, trends comparing number of permitted events, number of event days, and attendance growth over the calendar year.

The success of a year round destination has impacted the event calendar in several ways:

- As town has becomes busier, the scope of events have required increased mitigation efforts.
- Given the success of the event calendar, the numbers of special events permits continue to rise. In 2016, the special events department received 11 new event applications. Eight of the received new event applications were approved.
  - Two of the new approved events were Level One Events.
  - Three of the new approved events were Level Two Events.
  - Three of the new approved events were Level Three Events, which were approved by City Council (Thin Air Innovation Festival, State Room Presents Concert Series and Shot Ski)

As Council considers the following recommendations, it is important to consider

additional impacts of the reduction in the size, scope or number of events, including:

- Economic Impacts to our business community, including local, regional and statewide opportunities;
- Impacts for our non-profit community: 80% of our events are organized by or associated with a non-profit in our community;
- Community Impacts for our residents, decreasing the event offerings may change the culture and community feel of the city; and
- Adverse impacts to the community may still be felt without the positive economic incentive should events be reduced, due to the overall business of town.

As City Council reviews this report, it is also important to remember that SEAC's role is to advise and make Recommendations City Council regarding

- Event Threshold and Prioritization;
- Amount of City Service Fee Reductions; and
- Debrief regarding special events in Park City.

SEAC does not have the authority to make recommendations regarding the approval or denial of an event.

On October 11, 2016, after the September 22 City Council meeting, staff facilitated a discussion with SEAC regarding:

- Defining Event Fatigue
- Event Prioritization, Mitigation & Event Grading Sheet
- SEAC Structure & Meeting Frequency
- Fee Reduction

SEAC made several recommendations during the discussions including:

- Defining Event Fatigue
  - Event fatigue was defined by many adverse feelings and words including traffic & parking challenges, congestion, over promotion, population growth, noise, too many choices and feeling stuck.
  - Additionally SEAC stated that the feeling of fatigue may be based on residential neighborhood locations and their proximity to an event. Additionally they expressed that some of these challenges may not only be associated with specific events, but the feeling of business in town all together.
  - SEAC discussed that it was important to keep the small town feel of Park City, which included seeing people you know when at events, or in local daily activity areas during events such as grocery stores, post office and restaurants. As more people continue to attend event, concerns of noise, parking and traffic, and growth need to be looked at in order to preserve the quality of life and small town character.
  - SEAC recommended taking steps to change the promotion of events to include impacts, ease of accessibility geared towards locals including traffic and transportation plans, and more outreach, education and notification regarding events and impacts, as well as, other steps

necessary to lessen the adverse impacts of events.

- Event Prioritization, Mitigation and Prioritization Grading Sheet
  - SEAC discussed further mitigations that may be needed for a list of about 30 events. All of the events presented by Special Events staff were Level 3 events. Level 3 events are those activities that that impacts the City by involving the use of, or having impact on, City property, or requiring City licensing or services beyond the scope of normal business and/or liquor regulations, as defined by this Code; or creates public impacts through any of the following:
    - Full or partial street or sidewalk closures necessary for the safe and efficient flow of traffic in Park City, and /or
    - Use of public property, facilities, trails or parks, and/or
    - Use of City parking facilities, and/or
    - Use of amplified sound above that defined in Chapter 3 of this Code, and/or
    - Outdoor or temporary events that do not normally occur with the permitted use.
  - Level Three events are those that attract 500 people or more, or require a full street closure.
  - Mitigations ranged from traffic and parking, noise, change of venue, location or size of event, increased construction mitigation, overall special event calendar management, communication, community authenticity of the event, dispersing crowd movement and control, changing/stopping marketing, and implementing alternative transportation and sustainability incentives.
  - SEAC agreed that an event organizer should be given the opportunity to interview with SEAC before a recommendation would be made by the group regarding the performance and prioritization of the event. Additionally, they stated they should first be given the opportunity to further mitigate impacts and answer questions based on community and economic value of the event.
  - SEAC also stated that additional data and analytics is needed to help make informed decisions including economic impact reports, community impact reports, fees and budget information, etc. The group also discussed that though the events listed were all Level Three Events, sometimes impacts are also caused by smaller events going on during large event weekends and that this should be considered. Examples were given of smaller events that occur at the same time as Fourth of July, Arts Festival and Extreme Soccer Weekends.
  - The Prioritization Grading Sheet will be changed to be more weighted with regard to community impacts. More time is needed to implement these changes and work through how the sheet is to be best utilized for ease of use. Staff intends to work with SEAC to implement changes quickly, so the Prioritization Grading Sheet can be used for upcoming Winter events.
- SEAC Structure and Frequency
  - SEAC discussed the meeting frequency of the group and also discussed

the structure of the group. SEAC At Large Community members stated that they did not feel intimidated, but that they felt out numbered. SEAC made three recommendations including

- Adding two additional community at large Council appointed members, specifically to represent other neighborhoods not represented already in the group.
- Adding two additional community stakeholders (School District & Summit County) to serve as voting members of the board.
- Holding monthly SEAC meetings to last one and a half hours.
- SEAC further discussed concerns that the balance of the Committee may still be off due to the fact that they were recommending to add 2 additional Council Appointed Community Members and 2 additional Community Stakeholders. SEAC also discussed that they were originally appointed to only attend 4 meetings a year and now would be required to attend 12 or more meetings a year, and asked about the possibility of allowing proxy votes. SEAC further discussed the need to create SEAC Policies and to appoint a Chair to help make meetings more efficient and focused.
- Fee Reduction
  - During the second round of the fee reduction process, only one event required scoring by SEAC. SEAC made a 100% reduction recommendation for Deer Valley World Cup for the full amount of \$11,400.00 in City Services with a possibility to increase the fee reduction amount if it meant increasing traffic mitigations, as they believe this is a valuable international and community spirited event. Of 11 voting members, staff only received 5 scoring sheets back from SEAC. The majority of this discussion and decision was centered on the Special Fee Reduction Policy and Criteria.
  - Additionally though they did not make a specific recommendation, SEAC discussed changes that needed to be made to revamp the Fee Reduction Process including budgeting for iconic events so that events do not need to go through this process each year for City Services, changing the Fee Reduction criteria to better align with City Council's critical goals, specifically with regard to transportation and sustainability goals and incentives.
  - Additional requests were to make sure we are holding each event to the same standard and requiring Profit and Loss statements from those events requesting further reduction.

As staff continues to review the feedback and recommendations from SEAC, our community and staff, staff believes the following measures should be implemented:

- Defining Event Fatigue
  - Staff agrees with SEAC's definitions of event fatigue including traffic & parking challenges, congestion, over promotion, population growth, noise, too many choices and feeling stuck. Staff believes these experiences lead to the community more intensely feeling adverse impacts of events.

- Staff also agrees with SEAC that some of the words which helped to define event fatigue were not only associated with events, but in some cases may just be that the entire Park City area is busier.
- Staff agrees with focusing on solutions in changing marketing for events to promote transportation and sustainability goals and ensure events continue to allow better quality of life and small town community feel and achieve economic goals for the City. Though some events may encourage guests from out of town, marketing needs to be geared towards decreasing adverse impacts and increasing transportation and sustainability incentives.
- Staff believes more data is needed to accurately define and predict threshold and capacity, and accurately measure prioritization. This may include economic impact studies, transportation demand or Blynscsy data and sustainability impacts. Additionally staff believes that they can better manage of the overall Special Event Calendar.
- Event Prioritization, Mitigation & Prioritization Grading Sheet
  - Staff agrees with SEAC that event organizers should be given the opportunity to further mitigate adverse impacts of their event before a negative recommendation is made regarding the prioritization or performance of an event and staff makes a recommendation to City Council to decline an event. Recommendations should be made based on the event's ability to efficiently mitigate adverse impacts with tangible and quantifiable mitigation measures, and create economic and community value. Gathering the qualitative and quantitative data for this analysis will take time and may increase costs to the City and event organizers, but should be implemented to help inform SEAC, City Staff and our community of positive and adverse impacts of events.
  - Staff believes that further mitigation of adverse impacts during events is the responsibility of several groups of stakeholders in our community including the City, the Chamber, event organizer and its patrons, local community members and visitors. It is the combination of these stakeholders working towards mitigations that will lessen the feeling of event threshold and capacity challenges.
  - Staff believes that it is the overall event calendar that needs to continue to be better managed in order to decrease event threshold and mitigations. Though individual events may be required to mitigate their event specifically, the management of the event calendar and busy weekends, including Level1, 2 and 3 events, is key to reducing the feeling of event fatigue.
  - Staff believes changes are needed to the Event Prioritization Sheet. Staff recommends that they work to implement changes to the sheet and discuss with SEAC on how to best use the Event Prioritization Sheet as a continued tool in the future. This may include working with several members of SEAC on an Event Prioritization Sheet Taskforce to better define how to use the sheet and implement changes for the group.
  - Staff does not recommended placing a moratorium on new events, events

bring economic and community value to Park City.

- SEAC Structure & Meeting Frequency
  - Staff agrees with SEAC's recommendation and Council's direction to add two Community At Large and two Community Stakeholders, bringing SEAC to 15 voting members, and plans to return to the regularly scheduled November 17<sup>th</sup> City Council meeting to adopt this amendment to the resolution.
  - It is likely that increasing meetings will require additional time of all members and staff. Furthermore, as the size of SEAC grows, it is important that meetings are run efficiently to ensure that meetings can be kept to a manageable timeframe. Staff is working to begin holding monthly meetings as early as November.
    - Staff agrees with SEAC that policies should be established and Co-Chairs should be selected to represent the group and run meetings. One Chair should represent the businesses and another Chair should represent the community appointed At Large members. Staff has had the intention to move forward with Policies and appointing Co-Chairs, but wanted to ensure that the SEAC Structure was sound before appointing Co-Chairs and asking to approve SEAC Policies. SEAC and Staff will work towards adopting such policies this winter..
    - Staff understands that the required meetings are increasing, however, staff does not recommend allowing proxy votes for those members who cannot attend and will work to establish a voting, participation and attendance policy in SEAC Policy.
- Fee Reduction
  - A Fiscal Year 2017 Fee Reduction Update and Fee Reduction Policy is included as Exhibit C.
  - Staff estimates that the City is currently under the \$200,000 threshold for Special Event City Service Fees (which does not include contracted events).
  - Staff does not recommend decreasing the fee reduction threshold at this time. Staff believes that first changes need to be made to the Fee Reduction Criteria to help with clarity in scoring for the committee, and to help align criteria with City Council's goals and critical priorities.

### **Approaches to Further Mitigating and Managing Event Threshold**

One of SEAC's roles is to provide recommendations to staff and City Council on event prioritization and threshold, as well as provide advice and recommendations on the next steps to either maintain, increase, or decrease from the current approved event calendar. Based on the evaluation process including debriefing events, fee reduction, and event prioritization, along with input from the community, staff believes the current event threshold level needs to and can be further mitigated and reduced. Staff believes there are multiple ways that these challenges can be further mitigated. The tools can be applied as stand-alone options or in combination with each other.

Tools include:



- *Creation of event free/rest times* – Work to better coordinate the Park City Special Event Calendar to Identify times where events would not be permitted, specifically focusing on finding breaks in the calendar during busy seasons and weekends. Staff would work to move events schedule during these times to other dates to provide an event free time for our local community.
- *(Further) Mitigation of Events* – Choose events that the City find valuable to the economy, community and culture of the City, but would need to pursue additional mitigations strategies and may incur additional expenses to do so. Examples may include increasing the standard scope of transit service, procuring additional parking, charging for parking in event areas, robust public outreach and change in marketing strategies, security and sustainability plans to further offset community impacts. For example, we’ve made significant improvement to Ragnar and the 4th of July by further mitigation. Specifically, Transportation Planning, Transit, Public Works, and Events staff have made significant progress in developing standard operating procedures related to traffic management. Staff intends to work towards further standard operating procedures with regards to sustainability of events as well.
- *Require financial reporting* – As part of the fee reduction application, events would have to submit more detailed financial accounting records to further prove the need for funding or fee waivers. Financial reporting is currently required as part of the application process, but more detailed information could be required.
- *Maintain or Change the Scope & Scale of Events* - A list of events, or event weekends have been developed that are being considered with regard to scope and scale. Changes in scope and scale could include change in footprint of the event to provide better crowd management, better control the number or participants, and number of days, times or hours an event is scheduled to occur. This also may include changing the number of days, hours or times that multiple events occur. This is a mitigation tactic that we can take for many Level Three events specifically. Before reducing the scope or size of events, staff believes this tactic can be combined with other mitigation efforts to achieve the goals of further mitigating events. The idea behind changing scope and scale, is to maintain and better manage events, not grow specific events.

Other tools can also be applied to achieve goals of event mitigation. Staff does not currently recommend use of these tools.

Tools include:

- *Elimination of Events* – Based on debrief information, and the prioritization ranking sheet, City Council could consider a recommended list of events they should not approve in the future and removed from the event calendar.
- *Reduce Scope or Size of Events* – Staff could develop a list of events that should reduce their scope and size. By doing so, events would likely see a reduced economic and community incentives. Events may choose to look to move to other nearby cities or towns, and Park City may still feel the impacts of these events.
- *Decrease Fee Reductions*– By doing so, events that receive a decreased amount of fee reductions would be required to cover these costs, reduce their scope or

size to require less city services, or cancel the event.

- *Moratorium of approval of new events* – Council could provide direction to place a moratorium on the approval of any new event applications that the city receives; this would include all events, regardless if they are large or small in scale.

Staff believes that the overall goal for Special Events is to further mitigate and reduce adverse impacts, specifically in residential neighborhoods, while increasing the small town community feel, cultural and economic vitality of events, before reducing or denying events. Staff believes that they should also work to align mitigations with City Council's goals and critical priorities including transportation congestion and energy reduction.

### **Alternatives for City Council to Consider**

#### **1. Recommended Alternative: Further Mitigation**

- Staff's recommendation is to focus specifically on the causes of event fatigue and further mitigate both individual events and those on larger event weekends. This could be accomplished by enhancing transportation mitigations as well as a sustainability mitigations and community outreach plans. All plans should have some mechanism monitoring and reporting for effectiveness.
- Work to modify the Event Prioritization Grading sheet to increase value of community based events while decreasing the value of events that cause considerable impacts that cannot be further mitigated for.
- Through the debrief and prioritization process analysis, allow events to the opportunity to further mitigate adverse impacts and increase positive community incentives before consideration of eliminating events. For reoccurring events, SEAC would debrief and prioritization the events, focusing on Level Three Events, and busy weekends such as Arts Festival, Fourth of July and Tour of Utah. For new events prioritization process would be based on staff findings, as SEAC does not provide feedback on new events.
- Applications for new events continue to be evaluated as pertains to the City Code, based on health, safety and welfare, and community/cultural and economic value. Events will be required to implement further mitigation efforts. Level 1 and Level 2 events are evaluated and approved by staff. Level 3 events are evaluated by staff, and approved by City Council.
- Greater scrutiny on Fee Reduction requests, including overhauling the Fee Reduction Policy, with the event's ability to further mitigate adverse impacts and align with City Council's goals. Require more detailed profit and loss statements be submitted as part of the Fee Reduction Application starting in April of 2017.
- Staff will return on November 17 to amend the SEAC resolution, requesting to add the School District and Summit County as voting community stakeholder members and add two additional Community At Large, council appointed members. Additionally, the schedule of SEAC meetings would be moved to monthly meetings. Staff will work with SEAC to establish Committee Policies and Co-Chairs.

#### **Pros**

- a. Seeks to provide better balance of positive community, cultural and economic benefits and reduction of negative impacts.
- b. May influence the event calendar by allowing a reduction in the current level of event fatigue being experienced.
- c. Supports City Council's Critical Priorities of Transportation: Congestion reduction and Energy conservation.
- d. Consistent with City's goal of increasing citizen involvement, as well as coordination with our community partners and other jurisdictions.

#### Cons

- a. Does not specifically eliminate any event.
- b. SEAC will be making recommendations that will directly affect the event offerings in town. It is important to note that these recommendations may influence community partner's ability to host events, and cross jurisdiction coordination.
- c. There is a fine balance of enhancing the quality of events. SEAC's recommendations should be clear on how they will affect our community partners, local businesses and stakeholders and the community as a whole.
- d. The growth in the visitation and economy, while certainly fueled to a degree by events may not be mitigated or reduced by simply eliminating or reducing scope of a few events. Staff is uncertain if event fatigue or major weekend carrying thresholds will be reduced.

## **2. Alternative A: Reduce Scope and Size**

This may include utilization of additional or alternative tools, including eliminating all fee waivers for certain events, discussed to specifically reduce scope and size of the event calendar and specific events within it, or begin eliminating certain events completely. Staff does not recommend further denying or eliminating events until mitigation efforts are fully executed.

#### Pros

Some community members may not be satisfied with further mitigation and may want to see specific events cut completely.

#### Cons

- a. Reducing the size and scope of certain events may not have a significant effect on the negative impacts on the community.
- b. Reducing the size and scope of events may have a negative effect on the community and cultural offerings and amenities for the community, and may lessen the feel of sense of place that many events bring. Additionally, this option may have a negative effect on the economic benefits that events create.
- c. Both SEAC and staff have been making progress evaluating events with a focus on City Service Fee Reduction, Event Threshold and Event Debrief, as well as, defining event fatigue and mitigations. Changing the focus of the committee may adversely affect the work of SEAC.

## **3. Alternative B: Take Additional Time**

City Council could provide direction to continue to monitor the event threshold levels and not eliminate or reduce the size and scope of the current event calendar. Staff would ask City Council to confirm the items to be focused on for a future meeting.

#### Pros

- a. Allows SEAC and staff additional time to further focus on questions City Council may have regarding the balance and evaluation of events as well as “fine tune” the current set of tools that have been created.
- b. Allows the Council and the community to better evaluate the overhaul of the Event regulatory framework that was completed on March 24th, 2016 beyond one summer events season.

#### Cons

- a. SEAC and Staff would not have confirmation that they are moving in the right direction with regards to evaluating events.

#### **4. Denial Alternative**

City Council could choose to provide no direction regarding staff recommendations.

#### Cons

- a. Neither Staff nor SEAC would have confirmed direction of the role and work of SEAC and the evaluation of Special Events with regard to City Service Fee Reduction, Event Prioritization and Threshold and Event Debrief.
- b. Community may perceive this alternative as the Council and City being non-responsive to their documented concerns.

#### **Department Review**

Special Events, Economic Development, Transportation, Sustainability, Budget, Executive, and Legal Departments have reviewed this report.

Additionally, staff facilitated a discussion with SEAC in October and their recommendations and comments have been incorporated.

#### **Funding Source**

Funding for Special Events is provided through the General Fund. The current fee reductions for Jan 1 through June 31 do not require City Council approval, but a Fee Reduction Analysis has been provided as Exhibit C. Staff will bring the next round of Fee Reduction to City Council in the spring of 2017.

#### **Attachments**

- |           |                                                                                           |
|-----------|-------------------------------------------------------------------------------------------|
| Exhibit A | Sales Tax & Lodging Revenue Analysis                                                      |
| Exhibit B | Special Event Management Overhaul Timeline                                                |
| Exhibit C | Fiscal Year 17 Special Event Fee Reduction Analysis Update & Current Fee Reduction Policy |
| Exhibit D | Event Prioritization Sheet                                                                |

Exhibit A Total Sales Revenue (not Sales Tax) & Lodging Revenue Analysis

| Total Sales 2000-2016 Summer Months |            |            |            | Percentage Changes 2000-2016 Summer Months |       |       |       |        |
|-------------------------------------|------------|------------|------------|--------------------------------------------|-------|-------|-------|--------|
| Fiscal Year                         | May        | June       | July       | Fiscal Year                                | May   | June  | July  | August |
| 2000                                | 9,985,738  | 24,084,465 | 17,896,783 | 2000/2005                                  | 68.3% | 26.6% | 49.2% | 44.9%  |
| 2005                                | 16,803,412 | 30,497,331 | 26,701,063 | 2005/2010                                  | 25.1% | 18.8% | 8.0%  | 8.7%   |
| 2010                                | 21,027,049 | 36,234,794 | 28,844,763 | 2010/2015                                  | 40.6% | 36.4% | 69.7% | 77.8%  |
| 2015                                | 29,558,740 | 49,417,319 | 48,945,038 | 2015/2016                                  | 4.6%  | 7.5%  | 8.2%  | 11.6%  |
| 2016                                | 30,915,349 | 53,108,504 | 52,957,291 |                                            |       |       |       |        |

| YEAR                                          | 2005             | 2010             | 2015              |
|-----------------------------------------------|------------------|------------------|-------------------|
| <b>LODGING SALES<br/>IN SUMMER<br/>MONTHS</b> | \$ 64,698,372.00 | \$ 90,239,367.00 | \$ 197,142,832.00 |
|                                               |                  |                  |                   |
|                                               |                  |                  |                   |
| <b>PERCENTAGE CHANGE IN LODGING SALES</b>     |                  |                  |                   |
| 2000/2005                                     | 7%               |                  |                   |
| 2005/2010                                     | 28%              |                  |                   |
| 2010/2015                                     | 54%              |                  |                   |

## Exhibit B - Special Event Management Overhaul Timeline

On [October 9, 2014](#), staff facilitated a study session with City Council to discuss Special Events in Park City. Council members expressed concerns regarding the impact of the busy event calendar on the Park City community. Discussions centered on finding a “balance” between the positive economic outcomes, and the negative impacts such as increased waste generation and natural resource consumption, parking impacts, neighborhood impacts, traffic congestion that events bring to the community. Additional dialog focused on growth of small, community gatherings expanding into large-scale events.

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

Lastly, City Council discussed resources that the City utilizes to regulate, organize, promote, and facilitate events in Park City. City Council requested that staff return with a clearer picture of the level of support that the City provides for events. Staff has been working to track this information over the last two years implementing more stringent Fee Reduction process and City Service Fee evaluations. An update of Fee Reduction is attached as part of this report as Exhibit C.

On [December 4, 2014](#) staff returned to City Council and received direction and support to implement the following special event goals:

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

On [March 26, 2015](#) Staff responded in City Councils’ direction and returned to Council with a progress report on action items that would start to take steps in accomplishing the goals identified above. These included:

- Resident Notification Requirements;
- Special Event Advisory Committee (SEAC);
- Reorganization of 4th of July Event; and
- Event Venue Guideline Sheets.

On [January 28, 2016](#), staff returned to Council with more robust recommendations which included:  
Event Prioritization Process –

The original prioritization process was utilized by staff to provide scoring to the grading sheet to establish an overall score for each event permitted. The grading allowed a means of establishing and existing events. Originally, the tool was designed to be used for events that had reached critical thresholds or in the case of conflicting events. This served as a tool for staff can make objective decisions as thresholds and conflicts between events occurred. The resulting event grade was only one factor in determining how to permit conflicting events and level of service required to mitigate event impacts.

This tool was later introduced to SEAC and refined by SEAC taskforce as a means of prioritizing events (Exhibit D). The primary focus of the event prioritization process provides staff with a tool to grade events based on a variety of criteria in three areas: Economic Effects, Community/Cultural Effects, and Impact to Experience. An update of next steps for this tool is included in the report.

Code Changes on Event Type –

In [January](#) and [March](#) of 2016, Council approved significant edits to section [4-8-5 of the Municipal Code](#) as it relates to the permitting of special events. The changes focused on four main areas:  
Event Type – Edits created a new event type to align types of events based on impacts caused. Previously there had been two types of events, Special Events and Master Festival Licenses. Many applicants were confused about the difference of these permits and small, community focused event applicants had given feedback that they needed a way to permit events with minimal impacts. Several items were accomplished by changing event types including:

- Clarity in the type of permit needed for event applicants including explaining the difference between levels of impacts of events.
  - o Level One Special Event – new event type, 30 day approval
  - o Level Two Special Event – was previously Special Event Permit, 60 day approval process
  - o Level Three Special Event – was previously Master Festival License, 90 day approval process.
  - o First Amendment Event – new event type, expedited approval for events that deal with freedom of speech including demonstrations, rallies, etc...

Approval of Events – Additional criteria for the evaluation of events was implemented to review beyond health, safety and welfare. Code amendments were made adding an evaluation of an event's economic and cultural value to the community in correlation with Park City's Economic Development and General Plans as part of the approval process. The additional criteria created a new way to view events allowing staff to consider the purpose of the event in Park City. These guidelines will allow for an additional comparison when looking at conflicting event applications with impacts too large to approve both events.

Fee Reductions – The Special Events Department previously had a process for event applicants to request fee waivers for City Service fees. The process often happened within two weeks of the event occurring and on an event-by-event basis. This caused several challenges for various departments including the inability to keep up with requests, lack of customer service for event applicants and significant budgetary impacts. Staff worked to streamline the process by editing the code to provide clarity on City Service fee process, including:

- Establishment of threshold in the amount of Fee Reductions;
- Alignment of Fee Reduction process with the budget process with regards to the dollar amount at which either the City Manager or City Council approval is required;
- Ability to approve whether a dollar amount or a percentage of Fee Reduction;
- Evaluation based on a biannual process to help with budget planning both for the City and event applicant; and
- Fee Reduction Policy to help event organizers and city departments understand budget planning for events. More details on the fee reduction policy are included later in the report.

Insurance Determination - To ensure that both the City and event applicant were correctly covered, additional evaluation process was created to determine the correct amount of insurance needed for events. This was beneficial as previously the same amount of insurance was required for all events. Now there are several different levels of insurance required for events based on their impacts. Additionally this has allowed staff the ability to better understand the risk management associated with Special Events.

#### Special Event Advisory Committee

The Special Events Advisory Committee (SEAC) was created as part of the event overhaul and has held eight (8) meetings since August of 2015. A list of SEAC committee members, which is comprised of four appointed Community Members, and seven stakeholder members with voting rights, and two



stakeholder members with non-voting rights, can be found on the City's website on the [SEAC webpage](#). The City Council liaison to SEAC is Council Member City Matsumoto and the alternate is Council Member Becca Gerber.

As staff has worked with SEAC regarding the objectives of the group, it has been important to:

- Articulate the significance of the balance between positive economic, cultural and community benefits versus community impacts such as security, traffic, transportation, and noise; and
- Educate and explain to the committee on the unique parameters or conditions of approval for each event.

SEAC has been working on many projects since their inception. These projects include:

#### Calendar Preview

During fall planning, staff works to plan and identify conflicting events that fall on the same day that cannot be mitigated. At each meeting, SEAC reviews the upcoming Special Events calendar. This has allowed SEAC to understand specific issues of individual events and the cohesive coordination required when events fall on the same day. In the past, multiple events were scheduled on the same day to encourage participation across events and help grow visitation. Staff continues to make findings that potential conflicts that exist are mitigated when multiple events occurred a single day. When conflicts cannot be mitigated, staff works with the applicant to find alternative dates for the event to take place. This is becoming increasingly difficult as event attendance grows and competition to secure dates on the event calendar increases. The challenge of managing the Special Events Calendar is magnified when much of the time, larger Level Three events, request approval of dates a year in advance. For smaller, Level One events, date request of the event is sometimes not given until less than thirty days before the event. Busy weekends that have multiple events occurring simultaneously, are completing for a limited parking inventory and event space. The benefits that were once seen by sharing dates have now been reduced and in some cases have now started to have negative impacts on events that fall on the same day. As an example, this was evident during this year's 4th of July Celebration. In previous years, concerts scheduled at Deer Valley Resort were planned at the same time as the fireworks display at Park City Mountain. This past year a concert was not planned at Deer Valley and due to increased traffic mitigations and only having one event at the same time, there was a decrease in traffic congestion after the fireworks display.

#### Event Calendar & Public Outreach

Staff has been working with the Chamber to direct the general public (both the community and visitors) to the Chamber's website listing of events. This calendar not only promotes information such as the events, themselves but has added new features focusing on communicating to the public about impacts such as parking, road closures, safety information, and transportation alternatives. Further coordination is needed on this calendar if it is to be used as a robust tool to provide information on event impacts and information.

#### Fee Reduction & Park City's Role

Fee Reductions are a tool that have been used in the past to encourage growth in the number, scope and scale of events and support local community events that would have a hard time paying the fees associated with the City services needed to hold the event. The level of Fee Reduction granted can directly influence the balance of amount, type, and size of our event offerings. Event organizers that request fee reductions are graded on five criteria, as outlined in the Fee Reduction policy (Exhibit B). City Service Fee Reductions are reviewed on a biannual basis. SEAC reviews and makes recommendations on applications for Fee Reduction for events that request over \$10,000 in City Service Fee Reductions. The City Manager has the authority to approve event fee reductions as pertains to the City's Fee Policies under \$25,000. City Council approves City Service Fee Reductions



over \$25,000. Staff and those departments which the Fee Reductions directly affect review and make recommendations to the City Manager on City Service Fee Reductions under \$10,000.

- Fee Reductions directly affect the City's overall budget, as well as individual department budgets, with regards to both direct and indirect revenues, and department staffing; and
- The tool can also be used as a means to either encourage or reduce the scope and support of events. A reduction in the support of fee reduction for events would require events to pay some or all City Service fees, will require a reduction in the scope of the event, or may cause the event to withdraw all together.

The deadline for the next round of fee reductions are due on October 1, 2016 for events that will be held January 1 through June 30, 2017, and recommendations currently scheduled to be presented to City Council at the November 3rd meeting, and is included as Exhibit C in this report.

This is a tool that should likely be used to a greater extent to help mitigate impacts.

There is a paradox in Fee Reductions for special events: the financial burden falls back on the department that is trying to mitigate the impacts – and having less funding makes it more difficult for the department to actually mitigate the impact.

### **Event Debrief**

At each SEAC meeting, past events are reviewed. Staff facilitate by reviewing the parameters of the events and asking committee members to answer the following questions:

- What do you think is working / what do you like and why?
- What do you think isn't working/ where and how can the event improve/ What don't you like and why?
- What feedback have you heard either from community members or from organizations? How many people are giving you this feedback and how are the comments coming to you or being solicited?

Input, in particular on Level Three Events, can be some of the basis for future decisions on possible mitigation strategies, including Sundance, 4<sup>th</sup> of July, Arts Festival, Tour of Utah, Park Silly Market, Thin Air Festival, Spring Gruv, Savor the Summit, Sundance and World Cup.

### **Event Prioritization**

Staff and SEAC utilize the event debrief process as the basis to filling out event prioritization ranking sheets (Exhibit D). The purpose of this tool is to evaluate events comparatively to each other and help to establish quality events that positively impact our economy and culture for our community. This event prioritization effort is the primary basis for necessary changes that need to be made to a specific event and to evaluate that event within the overall events calendar.

Recently, SEAC utilized this tool to provide scores for every event approved by PCMC. The scores from each member of the group were then averaged to facilitate a conversation about event threshold and prioritization. The compiled results are provided in Exhibit B. The scores were presented at the September 6, 2016 SEAC meeting. Members felt that the prioritization sheet was a work in progress and needed to be modified to accurately reflect the recommendations of the group. After going through this exercise with SEAC, staff received the following feedback at the September 6, 2016 SEAC meeting:

- More information is needed in order for the committee members to make informed decisions. Many members stated they did not know enough about certain events to grade them fairly.
- Although the score sheet was finalized in April, SEAC felt they were given a limited amount of time to go through this fairly large task. Staff will look at different options to increase the time or reduce the amount of work needed to complete the sheet.
- The scoring sheet needs to be modified to allow more value to be given to events that have an increased community value or that enhance a sense of community, and events that require a large amount of mitigation efforts, such as traffic congestion should be awarded less value.

September 15, 2016 meeting several City Council members commented that one or more community representatives on SEAC felt that the overall composition of the committee was tilted towards the business community to heavily. At the September 15, 2016 meeting, Council provided direction to staff to

look into the make-up of the committee and provide recommendation on steps to provide the community with more representation on the committee. In addition, direction was given to increase the frequency of the committees' meetings in order to provide better continuity and accomplish the large amount of work the group has been tasked with. Both SEAC and staff's recommendations on how to move forward with SEAC's structure and meeting frequency are included in the report.

## Exhibit C - Fiscal Year 17 Special Event Fee Reduction Analysis Update & Current Fee Reduction Policy

As the Special Events Department has worked to further implement changes to with regard to the Special Event Management Overhaul, one of these changes included a Special Event Fee Reduction Policy for City Services. This Fee Reduction Policy (Exhibit C) serves as one of the tools to:

- Effectuate the City's role in facilitating and enabling events as a social, community or economic development tool;
- Effectively and efficiently utilizing City resources.

Fees eligible for reduction through this process include the following City Service Fees in the following areas: Special Events Application Fee, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Parks Rental, Special Use of Public Parking Permit, and Trail Use.

Fee Reduction requests under \$25,000.00 shall be approved by the City Manager or his/her designee. Fee Reduction requests over \$25,000.00 shall be reviewed and approved by City Council.

- Fee Reductions shall be reviewed by the City Departments that they affect.
- Fee Reduction requests over \$10,000.00 shall be reviewed by SEAC.

There are two (2) time periods for the consideration of Fee Reductions:

1. Special Events July 1 through December 31 (Applications due April 1)
2. Special Events January 1 through June 30 (Applications due October 1)

Out of an anticipated fifty (50) Special Event Permits during the April 1 (July 1 and December 31) deadline, the Special Events Department received and reviewed thirty-five (35) Special Event Fee Reduction Applications for City Services, for a total request of \$192,883.05.

- Based on recommendations from City Staff, the City Manager, who has administrative authority to approve Fee Reduction requests under \$25,000, approved a total of \$66,451. Two (2) of the applicants requested Special Event Fee Reduction exceeding \$25,000.00. These two events are Tour of Utah and 4<sup>th</sup> of July.
- The actual approved Fee Reduction for events during this period was \$153,660.05.

Out of an anticipated twenty-two (22) Special Event Permits during the October 1 (January 1 and June 30) deadline. Staff had anticipated that fee reduction requests were estimated at \$40,000.00 during this time. Staff received and reviewed nine (9) Special Event Fee Reduction Applications for City Services, for a total request of \$27,885.70.

- Of the events that applied, only one event (Deer Valley World Cup) required the review of SEAC, which they voted and recommended to give a full waiver of fees in the amount of \$11,400 and agreed to a possible increase if further transportation mitigations were to be implemented which caused additional costs to the applicant. SEAC found that the event was an important iconic event that adds to our community's economic and cultural vitality and based their recommendations on all 5 criteria.
- The other applications were reviewed and recommended by Staff for City Manager approval based on the Fee Reduction Policy.

The chart below shows an updated Fee Analysis of the FY 2017 Fee Reduction Analysis, but does not included contracted events. Should City Council wish, they can request staff to include an analysis of contracted event fee reduction in future updates or continue receiving this information as those contracts require. This is simply an update of Fee Reduction Analysis of the above information. Staff intends to move forward with reducing fees as described in this exhibit and chart below, and City Council does not need to approve any fee reduction for the October 1 deadline.

Exhibit C - Fiscal Year 17 Special Event Fee Reduction Analysis Update & Current Fee Reduction Policy

| Description of Item                                                         | Number of Events | Cost         |
|-----------------------------------------------------------------------------|------------------|--------------|
| Total Annual Fee Reduction Threshold FY 17                                  | 76               | \$200,000.00 |
| Total Request for Fee Reduction from Events July 1 through December 31      | 36 out of 50     | \$198,490.05 |
| City Manager Approved Fee Reduction                                         | 33               | \$66,451.55  |
| City Council Request for Approval (Tour of Utah & 4th of July)              | 2                | \$83,851.50  |
| * New Event Shot Ski, applied after deadline, as part of approval of event. | 1                | \$3,357.00   |
| Total Request for Approval July 1 through December 31                       | 36               | \$156,660.05 |
| Remaining Fee Reduction Threshold for Second Fee Reduction Period           |                  | \$43,339.95  |
| Total Fee Reduction Request Events January 1 through June 30                | 9 out of 22      | \$27,885.70  |
| Total Estimated Amount for Annual Fee Reduction FY 17                       | 45 out of 72     | \$184,545.75 |
| Total Estimated Remaining Fee Reduction from Total Annual Threshold         |                  | \$15,454.25  |
| *Fee Reduction Process does not include City Service Agreements             |                  |              |
| ** Fee Reduction Threshold does not roll over to future years.              |                  |              |

SEAC made recommendations to change the current Fee Reduction Policy (included in this exhibit below) to further align with City Council's goals. Staff recommends working to change the Fee Reduction Policy as SEAC recommended and implement changes for the next round of fee reduction. This policy would be updated no later than February of 2017 and sent to event organizers prior to the due date (April 1) of the next application period.

# **SEAC Fee Reduction Policy**



## **Special Event Fee Reduction Policy**

Park City Municipal Corporation is committed to facilitating Park City's community vibrancy and economic development by hosting special events, and to mitigating for the impact of these events. In this effort, the city will annually allocate up to two hundred thousand dollars (\$200,000) to be used towards reducing fees required to provide city services for special events. Fees eligible to be reduced include the following City Service Fees: Application, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Park Rental, Special Use of Public Parking Permit, and Trail Use. Fees may be reduced for qualifying first-time and recurring events. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety.

### **A. Special Event Fee Reduction Evaluation Criteria**

The City will consider the following when reviewing a special event fee reduction request:

1. **Criterion 1:** Charges event admission or fees for participation, and policy for attendees or participants unable to pay such fees;
2. **Criterion 2:** Provides free programs, or raises funds for organizations or free programs, benefitting local youth, seniors or underserved constituents;
3. **Criterion 3:** Provides positive tax benefits, raises funds or provides revenue opportunities to the city to offset City services and costs required by the event;
4. **Criterion 4:** Provides event opportunities during resort off seasons, defined as September 21-November 15, and April 1-May 15, excluding holidays;
5. **Criterion 5:** Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

The City's Special Events Department and Special Events Advisory Committee (SEAC) will review applications and submit recommendations to a panel consisting of the Economic Development Manager and Budget Manager(s) and the City Manager. The City Manager may approve fee reductions up to twenty five thousand dollars (\$25,000). If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), or includes city service fees other than those indicated above, the request must be approved by City Council in a Public Meeting or through an approved City Services

Contract. Appeals may be brought to the Special Events Department with final authority by the City Manager or his or her designee and City Council.

#### **B. Special Event Fee Reduction Appropriations**

The City currently reduces fees for Special Events through collaboration with multiple city departments. Of the fees required for city events, no more than two hundred thousand dollars (\$200,000) per annum will be waived; allocation of fee reductions will be determined at the sole discretion of the Economic Development and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

#### **C. Special Event Fee Reduction Categories**

Applications for Special Events Fee Reductions will be placed in five potential categories for tracking and evaluation processes. Categorization is determined by the event meeting at least one criterion listed for each category:

1. Local/Community Cultural Event:  
Events of or relating to artistic or social pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences within the state of Utah;
2. Local/Community Recreational Event: Events of or relating to sporting or competitive pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences from within the state of Utah;
3. Regional Cultural Event:  
Events of or relating to artistic or social pursuits, hosted by organizers from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
4. Regional Recreational Event: Events of or relating sporting or competitive pursuits, hosted by organizers and including vendors and/or participants from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
5. National and/or International Event:  
Events of or relating to artistic or social, sporting or competitive, or other pursuits determined to be valuable by the City, hosted by international or national organizations from states excluding those defined as 'regional', listed above, and including vendors and/or participants and marketed to national or international audiences.

#### **D. Application Process**

Application forms will be available for download from the City's [www.parkcity.org](http://www.parkcity.org) website, available via email from the Special Events Coordinators, or within the Special Events Office of City Hall. In order to apply for a Fee Reduction,

applicants must request an estimate of City Service event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than one week (7 days) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees.

#### **E. Deadlines**

All applications for Special Events Fee Reductions must be received no later than the following dates each year to be eligible for bi-annual consideration;

- **October 1<sup>st</sup>** for events occurring January 1<sup>st</sup> through June 30<sup>th</sup>, and
- **April 1<sup>st</sup>** for events occurring July 1<sup>st</sup> through December 31<sup>st</sup>.

Applications received outside the scheduled application process may be considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must align with the Special Event Fee Reduction Evaluation Criteria;
2. The applicant must show that the requested fee waivers represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next semiannual review.
  - i. Significant consequences could include inability to hold event due to event date or immediate fiscal need, but not wish or preference.

#### **F. Award Policy**

The reduction of Special Events fees shall be administered pursuant to applications and evaluation criteria established by the Special Events Department and Special Events Advisory Committee, and approved by the Economic Development and Budget Managers, City Manager or City Council upon the determination that such action is consistent with the overall goals of the City.

Fee Reduction amounts will be noticed to the applicants by May for those events occurring July 1 through December 31<sup>st</sup>, and November for those events occurring January 1 through June 30<sup>th</sup>.

Nothing in this policy shall create a binding contract or obligation of the City. Individual event permits and their associated fees may vary from permit to permit at the discretion of City. Any reduction of Special Event fees is valid only for the permit specified therein and shall not constitute a promise of future reward. The City reserves the right to reject any and all applications, and to waive any



technical deficiency at its sole discretion. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

|                                                                                                                            |                           |         |         |         |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------|---------|---------|---------|
| Special Events Grading Criteria                                                                                            |                           |         |         |         |
|                                                                                                                            | EVENT 1                   | EVENT 2 | Event 3 | Event 4 |
|                                                                                                                            |                           |         |         |         |
|                                                                                                                            |                           |         |         |         |
|                                                                                                                            |                           |         |         |         |
| Level of Event                                                                                                             |                           |         |         |         |
| Event Start Dates                                                                                                          |                           |         |         |         |
| Multiple Event Days                                                                                                        |                           |         |         |         |
| Economic Effects:                                                                                                          |                           |         |         |         |
| Reinforce the support of business community and visitor appeal (1 means little enhancement)                                |                           |         |         |         |
| Lodging                                                                                                                    | 1 out of 10               |         |         |         |
| Restaurant Sales                                                                                                           | 1 out of 10               |         |         |         |
| Retail Sales                                                                                                               | 1 out of 10               |         |         |         |
| Enhancement to visitor experience                                                                                          | 1 out of 10               |         |         |         |
| Higher Score means event has greater economic effect                                                                       | 40 possible points        | 0       | 0       | 0       |
| Community Effects                                                                                                          |                           |         |         |         |
| Reinforce the sense of community and/or community spirit (1 - little enrichment)                                           |                           |         |         |         |
| Provides a memorable and unique experience while preserving and enriching Park City's heritage, diversity and environment. | 1 out of 10               |         |         |         |
| Attendance Accessibility                                                                                                   | 1 out of 10               |         |         |         |
| Community Outreach                                                                                                         | 1 out of 5                |         |         |         |
| Financial benefit to non-profits and community                                                                             | 1 out of 5                |         |         |         |
| Higher score means the event has greater community benefit                                                                 | 30 possible points        | 0       | 0       | 0       |
| Impact Experience                                                                                                          |                           |         |         |         |
| Effects (1 - major impacts)                                                                                                |                           |         |         |         |
| Traffic                                                                                                                    | 1 out of 5                |         |         |         |
| Parking                                                                                                                    | 1 out of 5                |         |         |         |
| Noise                                                                                                                      | 1 out of 5                |         |         |         |
| Environmental                                                                                                              | 1 out of 5                |         |         |         |
| Schedule (1 - major impact)                                                                                                |                           |         |         |         |
| Season of Occurrence                                                                                                       | 1 out of 5                |         |         |         |
| Diversity to Event Calendar                                                                                                | 1 out of 5                |         |         |         |
| Higher Score means the event is less impactful                                                                             | 30 possible points        | 0       | 0       | 0       |
| Total higher score means the event has higher economic and community value, and less impacts                               | Total points possible 100 | 0       | 0       | 0       |
|                                                                                                                            |                           |         |         |         |
| Notes and Comments                                                                                                         |                           |         |         |         |



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

At this meeting staff will present preliminary options for relocation of both the senior program/use and current senior building. The footprint of the current Senior Center building is insufficient to meet the current or future senior program. Additionally, to meet Council's housing goals, staff believes relocation of the current building is necessary. Council discussions to date have focused on keeping the Senior Center and associated programming in the general vicinity of the current building location, therefore relocation options are limited. While there is not yet a defined scope or budget to accomplish a move, this report is a step along the path to accomplishing that. This issue will be a high focus as a next step in this process.

At the October 16, 2016 City Council meeting, the Council ran out of work session time to address the senior program questions and staff is returning to finish the discussion. There is one significant new piece of information covered in the report and that is a discussion about the potential of including the senior use in any future expansion to the Municipal Athletic and Recreation Center (MARC). Council should provide specific input on whether to consider the MARC as a possible option.

**Respectfully:**

Jonathan Weidenhamer, Economic Development Manager

## RDA Staff Report



**Subject:** Lower Park Avenue Update – Consideration of Relocation of the Senior Center Facility and Use/Program  
**Authors:** Jonathan Weidenhamer  
**Department:** Sustainability  
**Date:** November 3, 2016  
**Type of Item:** Administrative

### Summary Recommendation

Provide preliminary direction on next steps for the senior program and possible relocation of the existing facility, including specific input on whether to consider the MARC as a possible option. [At the 10/20/16 City Council meeting, the Council ran out of work session time to address the senior program questions- staff is returning to finish the discussion.]

### Executive Summary

At this meeting staff will present preliminary options for relocation of both the senior program/use and current senior building. The footprint of the current Senior Center building is insufficient to meet the current or future senior program. Additionally, to meet Council's housing goals, staff believes relocation of the current building is necessary.

Council discussions to date have focused on keeping the Senior Center and associated programming in the general vicinity of the current building location, therefore relocation options are limited. While there is not yet a defined scope or budget to accomplish a move, this report is a step along the path to accomplishing that. This issue will be a high focus as a next step in this process.

At the October 16, 2016 City Council meeting, the Council ran out of work session time to address the senior program questions and staff is returning to finish the discussion. There is one significant new piece of information covered in the report and that is a discussion about the potential of including the senior use in any future expansion to the Municipal Athletic and Recreation Center (MARC). Council should provide specific input on whether to consider the MARC as a possible option.

### Acronyms

|      |                                           |
|------|-------------------------------------------|
| HDDR | Historic District Design Review           |
| MARC | Municipal Athletic and Recreation Center  |
| PCMC | Park City Municipal Corporation           |
| RDA  | Lower Park Avenue Redevelopment Authority |

### The Opportunity

The City has secured approximately 2.2 acres of contiguous property between Park and Woodside Avenues in the 1300 block. City Council has identified approximately \$40 million to pursue their critical goal of creating affordable housing. The Council has also

approved \$4.5M in the Capital budget for a recreation/community center to be located at the City Park.

## Background

- On August 25, 2016 the City Council provided preliminary direction on housing at the former fire station parcel (Phase 1). Specific input can be found at the following ([link](#));
- On September 20, 2016 the City hosted a community open house on multiple projects at the library community room. Options for the fire station parcel and possible relocation of the Senior Center program/facility were highlighted: A summary of input includes:
  - Strong attendance, approximately 75 attendees;
  - Of the 34 comment forms received, 25 included comments on the Woodside Park Area;
  - Strong support for Preferred Option 3 at the fire station;
  - Support to relocate the current senior building to Richardson's Flat (as support to the transit and parking facility i.e. warming hut, restrooms, coffee);
  - Negative feedback on relocating the Keetley Train Station (current senior center building) to Mawhinney parking lot – mainly focused around the already limited parking availability and confusion on possible uses;
  - Support for a new facility for the Senior Center programming; and
  - Strong support for building affordable housing between Park Avenue and Empire Avenue.
  - A summary of comments regarding the Woodside Park Area and the Community Center in City Park are included as Exhibit A.
- On October 10, 2016 the City Council provided support for the preliminary architectural details, massing and scale of Phase 1 and directed staff to move forward with the planning process (p.3 - [Oct 20 link](#));

## Continued Items from 10/20/16 Report:

**Staff would like Council to consider the three questions below. The content within this report will provide additional background information to support Council in its decision making process.**

1. Does Council support staff's recommendations that the senior building needs to be removed from its current location? If Council affirms this direction, it will allow for the housing planning process to move forward on City-owned parcels in the Lower Park Avenue Area.
2. Does the Council want staff to return with a more focused discussion of the current Senior Center building's historical value versus possible demolition, possible locations for the current structure, as well as possible budget implications?
3. Is Council supportive of relocating the senior program to a new, shared community center at City Park? Or does Council want to consider feasibility and scoping exercise that would consider both the City Park location and The MARC?

## Senior Update (Program and Existing Building)

- Existing Senior Center Building

Staff, including Sustainability, Housing and Planning, believes the affordable housing density goals established by Council necessitate relocation of the existing Senior Center programming and facility to most efficiently use the site for our housing goals. Secondly, the current building's floor plan is not conducive for senior programming. We believe building a new, efficient building is the only practical option.

- Does Council support staff's recommendations that the senior building needs to be removed from its current location? If Council affirms this direction, it will allow for the housing planning process to move forward on City-owned parcels in the Lower Park Avenue Area.

The existing Senior Center building is not on City's Historic Sites Inventory and is not contributory to the Park City mining era. It however, was the Keetley Train Station, which was originally located on a parcel that now sits under the Jordanelle Reservoir, and was moved to its current location in 1976. Due to its age and fabric, Planning strongly prefers finding a site to relocate the building as opposed to demolition. Past City Councils were supportive of demolition or relocation of the building – at one time there was discussion of it becoming a new City Hall for the Town of Francis. While staff has not requested specific direction on disposition of this building, given the strong historic preservation ethic of the current City Council, staff believes that Council would prefer relocation and reuse of the building.

In support of Council's critical priority of housing, the Planning Department is supportive of relocation and reuse and has recommended creating a tie to the building's historic transit use, if possible. Staff can return to Council at a later date to outline possible locations, estimated costs for relocation, foundation, utilities, and possible uses for the building. Staff will also work to identify possible funding sources.

- Does the Council want staff to return with a more focused discussion of the current Senior Center building's historical value versus possible demolition, possible locations for the current structure, as well as possible budget implications?

- Existing Senior Programming and Operations

As stated earlier, the current building's floor plan is not conducive to the senior use and operations. Combining senior programming into a shared community facility makes sense from an efficiency standpoint (shared staff, costs, management and programming, etc.) – especially where the current Senior Center building is underutilized. Our team is currently identifying an overview of the current and future needs for a senior operational and use program. We will then refine how that programming might fit within the building design brought forth with the Recreation Master Plan at City Park. While the Recreation Master Plan isn't anticipated for Council consideration and possible adoption until later this fall, a new Recreation Building

located next to Miner's Hospital (replacing the current Rec Building in that location) project has an approved budget in the FY16 capital budget of \$4.5M.

While programming for the building is not yet defined, there is a possibility that a small non-profit daycare facility could be co-located in this facility along with Senior Center and Recreation uses. There is still much work to be done on this front.

It is important to note that specific concerns have been raised regarding access to shared parking at City Park. To that end, a study will be conducted regarding parking supply, proximity and availability for both senior and other intended and shared community uses, such as recreation, senior uses and a small daycare facility.

That effort will be led by the Recreation Department, who intends to put together a working group consisting of PCMC staff, senior representatives, and Summit County staff. Their next step will be to conduct a series of site visits to local senior facilities.

The scope, timing and potential budget of a combined facility will be further defined during this scoping process. While the current City Council adopted CIP contains \$4.5 million for the City Park Recreation Building project, it should be noted that this budget was entered in during the concept stage of the process. As staff continues to define the scope and use of the building, it is likely that the current budget will be reevaluated with the scope/use and further evaluated in the context of the 15-year LPA RDA Financial Plan. Any recommended changes would need to be authorized by City Council in a future budget process.

- Is Council supportive of relocating the senior program to a new, shared community center at City Park? Or does Council want to consider feasibility and scoping exercise that would consider both the City Park location and The MARC?

- New Information as of Friday, October 28, 2016

Please understand that while staff does not want to slow down the process of developing affordable housing in the Lower Park Avenue area, it is important that Council have all of the information available. This new section addresses the potential to include the senior center use at an expanded MARC facility. **Because it may slow the housing process and that The MARC has limited space and that the Rec Master Plan includes discussion of the need for additional fitness and gymnasium space at the current MARC location, staff is hesitant to throw this option into the mix at this late stage. The City Manager and Economic Development Manager do not recommend expanding the scope.**

On Thursday, October 27, 2016 six local seniors, Summit County Senior Citizen Liaison Heather Nalette and Park City Municipal's Ken Fisher, Kim Clark and Karen Yocum went on a tour of senior centers in Lehi and Provo. Both centers visited are attached to recreation centers.

The following is an excerpt from an email summary that Ken Fisher provided of the visit:

*We brought up the potential of locating the senior center on the north east corner of the PC MARC where we have planned a multi-purpose gym and a second floor of additional fitness space. The seniors present were surprisingly supportive of this idea but ultimately will be happy wherever they go as they just want their relocation to be settled.*

*There are certainly pros & cons of each location and I have not had the opportunity to discuss the potential of a senior center at the MARC with my team. Here is a short list of pros/cons that I have come up with to get you thinking of this option but it is by no means exhaustive.*

**Pros of Senior Center at PC MARC**

- *Plenty of parking with easy access; on transit route*
- *Greater potential of having a robust senior program that would take advantage of PC MARC*
- *Could free up space at City Park for PC Tots [satellite facility] and make it a "kid centric" area*
- *Reduces traffic/parking concerns at City Park*

**Cons**

- *No funding - City Park location has funding thru RDA; could result in the seniors not having a "home" for a longer period of time.*
- *Could impact current plans for that space which is allocated for gymnasium & fitness space which are both at a premium & identified as a community need thru recreation studies. Facility is already busy & space is at a premium on-site*
- *Do we want seniors here on a regular basis? Currently it is a County Program and how much is the City willing to participate or subsidize it? Think reciprocal borrowing at the Library.....*
- *Senior Center at the MARC was not identified as a potential use through the Recreation Facilities Master Plan*
- *Potential impact during Sundance*

*I wanted to let you know that the MARC was discussed with seniors and that conceptually they liked the idea but will be happy with whatever location they have. I go back & forth of which location would be best & think there is a discussion that needs to occur between the City & County on how Senior Center will be operated & managed.*

Knowing that The MARC has limited space, the City Manager asked for input from Planning – which the Recreation Services Manager had already received from Planning as part of the Planning Department's involvement in the draft version of the Recreation Master Plan. Below is an excerpt from the in-development Recreation Master Plan. It should be noted, however, that the comment below is input from the Planning



Department specifically on the potential future expansion of The MARC for recreation uses. Because of the timing of the visit to the Lehi & Provo senior centers, staff has not yet had an opportunity to discuss this idea with the Planning Department.

Excerpt from the draft 2016 Recreation Master Plan:

*It should be noted that future development at the MARC is subject to the Master Planned Development (MPD) approved January 20, 2010 memorialized in a recorded Development Agreement.*

*Development Agreement Exhibit MPD action letter stipulates that future phases of Natatorium, Restaurant and Gymnasium expansion are included in this (approved) master plan and would be subject to an amendment to this MPD. Per LMC 15-6-4(l), any amendments will not justify a review of the entire master plan. Future phases will be subject to minimum open space requirements of 30% (that can include exterior tennis courts and pools).*

*This property is also subject to the Racquet Club subdivision plat and plat notes. The approval did not include a limitation on density for these stated uses.*

With regard to possible inclusion of The MARC as a possible location for the senior center, staff would recommend Council consider one of the following options:

- A. Exclude The MARC from consideration because including it as an option may slow down the process of placing affordable housing on the city-owned property in the Lower Park area and The MARC site is already space constrained and will compete with already prioritized uses identified in the Rec Master Plan; or
- B. Including in a scoping exercise two locations: (not recommended)
  - a. The site of the recreation building in City Park; and
  - b. The MARC
- C. Step back and do a separate, comprehensive evaluation of what other sites could be utilized within the City (not recommended)

It is important to note that expanding the scoping exercise to include The MARC or other parcels will have a cost and modification to the current contract with Elliott Work Group associated with it.

#### Next Steps

- Phase I Housing:
  - With Council's support, submit for preliminary Historic District Design Review;
  - Consider a contract with Elliott Work Group to complete construction design.
- Phase Two Housing – Financial and parking assumptions vetted, present preliminary options for Council to consider (November 3, 2016);
- Senior Center
  - Potential senior building relocation – further vet locations and cost;
  - Refine senior program:

- Create a working group
- Conduct site visits.
- Refine concept design of shared senior & community center.

### **Issues for Discussion**

1. Does Council support staff's recommendations that the senior building needs to be removed from its current location? If Council affirms this direction, it will allow for the housing planning process to move forward on City-owned parcels in the Lower Park Avenue Area.
2. Does the Council want staff to return with a more focused discussion of the current Senior Center building's historical value versus possible demolition, possible locations for the current structure, as well as possible budget implications?
3. Is Council supportive of relocating the senior program to a new, shared community center at City Park? Or does Council want to consider feasibility and scoping exercise that would consider both the City Park location and The MARC?

### **Department Review**

Legal, Community Development, Economic Development, Housing, Planning Budget, Community Affairs and City Manager.

### **Funding Source**

RDA Tax Increment Finance Bonds or Related Sales Revenue Bonds

### **Attachments**

A Summary of Comments from September 20, 2016 Open House

Exhibit A

**SUMMARY OF COMMENTS  
REGARDING WOODSIDE PARK AND RECREATION CENTER IN CITY PARK**

*COMMENTS GATHERED AT OPEN HOUSE 9/20/16*

| #  | WOODSIDE PARK COMMENTS                                                                                                                                                                                                                                 | PARKS & RECREATION COMMENTS                                                                                                                                                                                                                                                       |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | More affordable and workforce housing PLEASE!! Housing is needed! Parking is a luxury. If the city gets serious about pushing residents to abandon cars this walkable and public trans accessible development is THE place to start.                   | Where is the fenced and functional dog park city park needs? Perhaps if the city implemented this years ago the library field could've been considered for affordable housing instead of fiercely guarded as the 'only open space left in old town' by dog owners. *I have a dog. |
| 2  | looks good                                                                                                                                                                                                                                             | Like an indoor pool                                                                                                                                                                                                                                                               |
| 3  | Information on all affordable housing topics                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                   |
| 4  | Why add density to a crowded area of town. You are creating more problems without generating income. Deed restricted housing added higher density to Prospector Square. I doubt there are many policemen, firemen, or teachers living in that project. |                                                                                                                                                                                                                                                                                   |
| 5  | Phase 2 Option 3 - Please build this one! Steve Brown and Craig Elliot Both great, took time to explain what the options are!                                                                                                                          |                                                                                                                                                                                                                                                                                   |
| 6  | Phase 2 Option 3                                                                                                                                                                                                                                       | More Pickle ball courts - haha                                                                                                                                                                                                                                                    |
| 7  | Congestion is a major obstacle to economic development - anticipate transportation - access to future center of commercial development                                                                                                                 |                                                                                                                                                                                                                                                                                   |
| 8  |                                                                                                                                                                                                                                                        | Rec Building and Senior Center Planned near Miners Hospital. I'll be interested to see how the Senior Center section develops                                                                                                                                                     |
| 9  | Like what you have completed on paper - parking and really creating housing must continue to be a focus - Hannah and Jonathon were refreshing and like the "active" move for historical homes with "open mind".                                        | always                                                                                                                                                                                                                                                                            |
| 10 | How will work on the fire station lot affect current Senior Center?                                                                                                                                                                                    | Like site - need more information actual space for Senior Center. I have talked to Kim Clark, Craig Elliot, Jonathan W., and Steve Brown when they came to the center                                                                                                             |
| 11 | needed                                                                                                                                                                                                                                                 | love                                                                                                                                                                                                                                                                              |
| 12 |                                                                                                                                                                                                                                                        | More ice sheets, indoor pool space in town, make sure PC keeps open space.                                                                                                                                                                                                        |
| 13 |                                                                                                                                                                                                                                                        | MARC should have classes just for seniors                                                                                                                                                                                                                                         |
| 14 | Need affordable housing for young people and seniors                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                   |
| 15 | I like more stacked flats - less townhome design.                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                   |
| 16 | Bike / Pedestrian passage is key - Continuous to resort base                                                                                                                                                                                           | X                                                                                                                                                                                                                                                                                 |
| 17 | Phase 2 Option 2 - no single family but townhomes and stacked flats - underground parking - move Keetley station to Richardson Flats - investigate regional senior center                                                                              | 24 acre developments of 248 Park City Heights Area - Add Keetley Station here - park and ride lot.                                                                                                                                                                                |
| 18 | Favor Option 1 or 2                                                                                                                                                                                                                                    | Ok with plan except not in favor of AstroTurf - athletic injury potential                                                                                                                                                                                                         |



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Please see the following Staff Communications Report with regard to the 2016 Summer Day Camp program.

**Respectfully:**

Jessica Moran, Recreation Supervisor



**To: Diane Foster/City Council**

**From: Jessica Moran, Recreation Supervisor**

**Re: Park City Summer Day Camp**

**Date: September 26, 2016**

The Park City Summer Day Camp (PCSDC) program is the longest-running youth program operated by the Recreation Department. The camp's home base is the Recreation Building in City Park, adjacent to the playground. Camp is offered Monday – Friday from 8am – 6pm the entire school summer vacation, for a total of 11 weeks. Parents have the option of registering their children as Full Summer, Weekly or Daily campers.

Over the last 12 years camp has steadily increased in popularity, spurred in part by the “add-on” activities that allow children to participate in swim, skateboard, tennis, golf and art lessons during the day, making it a boon for working parents. PCSDC also has a reputation as the best day camp in Park City, and word-of-mouth is repeatedly our best marketing tool.

As a state-licensed childcare facility, camp capacity is determined by the square footage of the Recreation Building. In 2013 the camp began to sell out, and has continued to do so since. In 2015, staff vetted options to increase capacity and ultimately installed a portable trailer in the parking lot to allow for 10 additional children. This past summer, staff were able to license the basement of Miner's Hospital as a satellite location, bringing camp capacity to a total of 78 kids. Again, the program sold out within hours of registration opening. Based on waitlists for the program, approximately 30 children per day missed out on PCSDC due to capacity limitations.

The cost for the PCSDC program is kept affordable compared with similar programs offered in Park City. 2016 costs were \$1680 for full summer registration, \$185/week or \$45/day per child. PCSDC participants that demonstrate need qualify for our Fee Reduction Program, which allows for a 70% discount on camp registration fees. Field trip fees were an additional \$15-25 each depending on destination, and are calculated to cover hard costs so are therefore not discounted.

Despite an increase in payroll associated with hiring additional staff for the increased capacity, PCSDC saw an 85% increase in profit for 2016.

|                      | <b>2015</b> | <b>2016</b> |
|----------------------|-------------|-------------|
| <b>Total Revenue</b> | \$107,398   | \$156,100   |
| <b>Expenses</b>      | \$13,834    | \$14,640    |
| <b>Payroll</b>       | \$50,617    | \$61,761    |
| <b>Profit</b>        | \$42,945    | \$79,698    |

In addition to space limitations, the City Park Recreation Building is in need of updating and repair. In the end of season parent survey, 52% of respondents indicated the condition of the Day Camp Building as Needs Improvement or Not Satisfied. The Recreation Building in City Park was built in the '80's and remodeled in 2006. We look forward to a new, expanded & enhanced facility in the future so that this program can continue to grow & meet the needs of kids & parents in the Park City area.



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

This contract with Bowen Collins & Associates is for them to provide a licensed Landscape Architect for on-call services for the Planning, Building and Engineering Departments. These on-call services will be covered from Planning, Building and/or Engineering's operating budget. The on-call services will be for a one year period with two (2) one year extensions for a total of three years. The proposed amount for the on-call services is for the full three years of service.

**Respectfully:**

Matthew Cassel, City Engineer



## City Council Staff Report

**Subject:** Professional Services Contract to  
Provide On-Call Landscape Architect Services  
**Author:** Matthew Cassel, P.E., City Engineer  
**Date:** October 20, 2016  
**Type of Item:** Administrative

### Summary Recommendations:

The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Bowen Collins & Associates, Inc. for On-Call landscape architect consultant services in an amount not to exceed \$75,000.

### Executive Summary:

This contract with Bowen Collins & Associates is for them to provide a licensed Landscape Architect for on-call services for the Planning, Building and Engineering Departments. These on-call services will be covered from Planning, Building and/or Engineering's operating budget. The on-call services will be for a one year period with two (2) one year extensions for a total of three years. The proposed not to exceed amount for the on-call services is for the full three years of service.

### Acronyms:

LA – Landscape Architect  
ROW – Right-of-Way  
SOQ – Statement of Qualifications  
USA – United States of America

### The Problem:

The on-call licensed Landscape Architect contract previously held by Bowen Collins & Associates expired on July 15, 2016. This contract will continue to provide the Community Development staff with on-call LA services along with assisting us in finalizing the Forestry Plan, which was prepared as part of the previous contract but was never finalized and adopted.

### Background:

On June 20, 2013, Council approved a contract with Bowen Collins & Associates to provide on-call Landscape Architect services and to prepare a Forestry Plan for the City. This contract was for a three (3) year period and expired this past summer. Before it expired, though, Bowen Collins & Associates provided valuable on-call services during the term of the contract and completed a draft of the Forestry Plan.

As a refresher, there are numerous reasons for Park City to have a forestry plan:

- A forestry plan is one of the requirements for remaining a Tree USA City. The other requirements include having a tree board or department, a tree care



ordinance, a community forestry program and an Arbor Day observance and proclamation,

- By completing the forestry plan and identifying a forestry manager, the City will then be eligible to qualify for grant money provided by the State of Utah Department of Natural Resources, and
- If through the forestry plan, we require City projects to utilize water wise/ native landscape on City properties, staff may have better leverage in our continuation to create a better residential conservation program.

### **Alternatives:**

#### **A. Approve the Request:**

This alternative hires Bowen Collins to provide on-call licensed Landscape Architect services for the Building, Planning and Engineering Departments.

*Pros* – Effective use of a Landscape Architect's expertise without hiring the individual full time.

*Cons* – Cost of the services may impact other needs of the three departments

#### **B. Deny the Request:**

*Pros* – The Planning, Engineering and Building operating funds could be used for other needs.

*Cons* – As part of the on-call services, the Forestry Plan will be finalized, the forestry board needs to be established and the forestry manager needs to provide input on current issues. If the contract is denied, staff will be making decisions without this expert support.

### **Analysis:**

A review committee consisting of Maria Barndt (Public Works), Matt Twombly (Sustainability), Michelle Downard (Building), Bruce Erickson (Planning) and Matt Cassel and Jennifer Byrd (Engineering) evaluated the five (5) submitted Statement of Qualifications (SOQs) from consulting firms as listed below:

#### **Firm**

Bockholt Landscape Architecture

Bowen Collins & Associates

FFKR Architects

Landmark Designs

MGB+ A

The SOQs were evaluated based on the following criteria:

1. Experience on similar projects (25% of total score),
2. Strength of individuals committed to the project (20% of total score),
3. Relevance of the submitted work plan (15% of total score),
4. Communication and public involvement skills (15% of total score),
5. Strength of SOQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

Bowen Collins & Associates was the top ranking firm and the selection committee opted not to shortlist interview any other firms. Bowen Collins & Associates was the top ranked firm based on their past experience providing the City with Landscape Architect services and because they understood and addressed the City's issues and concerns much better than the other four consultants.

### **Scope of Work**

At a minimum, the scope of work for this contract will include:

- Providing expertise for decision making on trees, shrubs, soil prep and landscaping within the City's ROW, parks and other public spaces,
- Assisting the City in addressing the issue of trees and shrubs located on private property that constitutes a hazard or threat to the public,
- Review commercial and residential landscaping vegetation disturbance limits and visual impacts,
- Being on-call for any other issues to be resolved that require a Licensed Landscaped Architect or a certified arborist expertise,
- The Forestry Plan was completed through the last contract but has yet to be adopted. This contract will assist in editing and moving the Forestry Plan through the adoption process, and
- Potentially act as the Urban Forestry Manager.

The City currently does not have a designated Forestry Manager nor does the City have a person that is technically capable, **licensed** and/or **certified** to be the Forestry Manager. Per Section 14-1-2 of the Municipal Code, "the City Manager or his/her designee shall be the Park City Forestry Manager." Through the development of the Forestry Plan, staff determined and now recommends that the on-call Licensed Landscape Architect be designated as the Park City Forestry Manager until such time when a licensed/certified person is hired.

### **Consultant's Fee**

Bowen Collins & Associates provide a fee schedule as part of their SOQ package. Staff has reviewed the hourly fees submitted and find the hourly fees to be reasonable.

### **Department Review:**

This report has been reviewed by City Manager, Planning, Building and Legal. All issues have been resolved.

### **Funding Source:**

Funding for the on-call Landscape Architect consultant services will be from Planning, Engineering and Building's operating budgets.

**Recommendation:**

The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Bowen Collins & Associates, Inc. for On-Call landscape architect consultant services in an amount not to exceed \$75,000.

**Exhibit -** Bowen Collins & Associates Scope of Work and Approach  
Bowen Collins & Associates Fee Schedule

### Project Approach



It is BC&A's understanding that Park City Municipal Corporation (PCMC) is seeking a professional landscape architect and certified arborist to provide on-call services for the engineering and planning departments. BC&A was selected as the On-Call Landscape Architect in 2013 for the 2013-2016 contract and is looking forward to the opportunity to continue working with Park City Municipal staff.

BC&A has assembled a team of professionals that have years of experience providing landscape standards and water conservation guidance for municipalities. BC&A has kept the same team members that were actively involved with the 2013-2016 On-Call contract. These professionals have experience with the Park City landscape and Park City Municipal employees. Ms. Tsandes works with several departments including engineering, planning, parks and water.

The project team will be managed by Ms. Tsandes who has worked with Park City Municipal on the Urban Forestry Plan and several water and wastewater districts to develop landscape standards and perform tree evaluations. As a key member to the team, Mr. Mike Marett, a certified arborist who works independently as MajesTree, will assist Ms. Tsandes and Park City Municipal on an as-needed basis. Mr. Marett is currently Sandy City's urban forester. The final addition to the key staff of the project team is Mr. Russell Jacobsen. Mr. Jacobsen is a certified irrigation designer and has worked with Ms. Tsandes for several years on irrigation design for many municipalities and districts. More recently Mr. Jacobsen has provided irrigation design for all of Ms. Tsandes Park City projects, including the parks open space evaluation and Creekside Water Treatment Plant landscape and irrigation design.

The project team is very excited to have the opportunity to continue working with the Park City staff. It is our understanding that the on-call services to be provided include the following:

- Providing expertise for decision making on trees, shrubs, soil prep and landscaping within the City's Right-Of-Way, parks, & other public spaces;
- Assisting City in addressing the issue of trees and shrubs located on private property that constitutes a hazard or threat to the public;
- Reviewing commercial and residential landscaping vegetation disturbance limits and visual impacts;
- Being on-call for any other issues to be resolved that require a Professional Landscape Architect or a certified arborist expertise;
- May act as Urban Forestry Manager.

#### **BC&A's QC/QA Approach:**

BC&A staff strives to be courteous, helpful, and responsive to clients. We ask for data and information from clients at key stages of a project to stay on task and keep the project moving forward.

The performance and quality of our work adheres to the client's guidelines and values. We set goals, objectives and schedules for all projects. We share this information with our clients. If a conflict arises we identify a resolution prior to contacting the client. If a solution is not available we work with our client to brainstorm solutions.

The three key individuals identified for on-call services are Ms. Tsandes, Mr. Marett and Mr. Jacobsen. All individuals can provide on-call services on an hourly rate basis. The fee estimate provided is approximate to the spent fee between 2013-2016 for the on-call services. Please see the accompanying PDF file for the total fee estimate and hourly rates.

## On-Call Fee Estimate

Bowen Collins & Associates, Inc.  
8/4/2016

### Landscape Architect/Arborist Fee Estimate

|             |                  | Project Personnel |            |          | Subtotal<br>Hours | Subtotal<br>Labor | Total Cost      |
|-------------|------------------|-------------------|------------|----------|-------------------|-------------------|-----------------|
|             | Labor Category   | Irrigation        | Proj. Mgr. | Arborist |                   |                   |                 |
|             | Staff            | Davis             | Tsandes    | Marett   |                   |                   |                 |
|             | Labor Rate       | \$100             | \$122      | \$50     |                   |                   |                 |
| Task<br>No. | Task Description |                   |            |          |                   |                   |                 |
| 1           | On-Call Services | 10                | 170        | 50       | 230               | \$24,240          | \$24,240        |
|             |                  |                   |            |          |                   |                   |                 |
|             | Total:           | 10                | 170        | 50       | 230               | \$24,240          | <b>\$24,240</b> |

Expenses include:

Mileage reimbursement at \$0.75/mile

10% Markup on other project related expenses

Note that rates will increase on an average of 5% per year



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Water Division Staff are permanently installing an S::CAN water quality probe and associated telemetry equipment into Weber Basin's screening building adjacent to the Rockport State Park guard building. An Interlocal Cooperation Agreement (Agreement) is required for access into the building. Council needs to approve of the Agreement and authorize the City Manager to sign.

**Respectfully:**

Michelle DeHaan, Water Quality & Treatment Manager



## City Council Staff Report

**Subject:** Interlocal Cooperation Agreement – Park City Municipal Corporation and Weber Basin Water Conservancy District, Weber Basin Screening Building Access

**Author:** Michelle De Haan, Water Quality and Treatment Manager

**Department:** Public Utilities

**Date:** November 3, 2016

**Type of Item:** Administrative

### Summary Recommendations

Staff recommends that Council approve an Interlocal Cooperation Agreement between Park City Municipal Corporation and Weber Basin Water Conservancy District (WBWCD) and authorize the City Manager to sign the Agreement for Staff to access Weber Basin's screening building for installation and maintenance of water quality equipment.

### Executive Summary

Water Division Staff are permanently installing an S::CAN water quality probe and associated telemetry equipment into Weber Basin's screening building adjacent to the Rockport State Park guard building. An Interlocal Cooperation Agreement (Agreement) is required for access into the building. Council needs to approve of the Agreement and authorize the City Manager to sign.

### Acronyms and Abbreviations in this Report

The following acronyms and abbreviations have been used in this report:

|            |                                                                  |
|------------|------------------------------------------------------------------|
| Agreement: | Interlocal Cooperation Agreement between the City and WBWCD      |
| Building:  | Weber Basin's screening building adjacent to Rockport State Park |
| City:      | Park City Municipal Corporation                                  |
| QJWTP:     | Quinns Junction Water Treatment Plant                            |
| SCADA:     | Supervisory Control and Data Acquisition                         |
| WBWCD:     | Weber Basin Water Conservancy District                           |

### The Problem

A water quality probe and associated telemetry equipment needs to be installed and maintained at the Weber River in a protected environment. Staff will permanently install City owned water quality instrumentation inside and on a building structure owned by WBWCD. Staff will perform routine operation and maintenance. The Agreement needs to be approved by Council with City Manager signature to provide staff access into the building for installation and maintenance of instrumentation.



## **Background**

Weber River water quality from the Rockport intake changes seasonally and during storms. Staff operates the QJWTP based on water quality changes at the Rockport intake. The City owns a S::CAN water quality probe, which provides continual raw water quality data and an early warning system (e.g. diesel spill into river). Telemetry equipment is provided with the probe to transfer data to SCADA.

The water quality probe is submersible and needs to be installed into the flow of the Weber River in a protected environment. Supporting telemetry equipment needs to be housed indoors in a protected environment.

WBWCD is providing permanent access to its screening building adjacent to the Rockport State Park guard building for installation and maintenance of the water quality probe, supporting telemetry equipment and a short antenna on the exterior of the building.

Michelle De Haan, the Water Quality and Treatment Manager, will oversee compliance with the Agreement, and will be working under the guidance of the Public Utilities Director.

## **Alternatives for City Council to Consider**

This section provides pros and cons and next steps associated with the recommended addition to engineering services and increase in fees.

### Pros

Provides entry into a building owned by WBWCD where City water quality equipment will be installed and maintained by Staff for more effective operations of QJWTP.

### Cons

Small cost increase with additional maintenance of probe.

### **Other Alternatives**

Continue to operate QJWTP as it is operated now with less notice of changing water quality conditions.

## **Furthering the Goals of the General Plan**

Utilities are essential services that play a vital role in economic and social development. A resilient water system is a critical prerequisite to all of the goals and objectives identified within Park City's general plan.

## **Department Review**

This report has been reviewed by representatives of Public Utilities, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

**Funding Source**

Funding is not required.

**Attachments**

Attachment A    Interlocal Cooperation Agreement

## Attachment A - Interlocal Cooperation Agreement

### INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “PCMC”), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “District”). The Agency and the Entity may also be referred to individually as a “Party” and collectively as the “Parties.”

- A. **WHEREAS**, PCMC is installing a permanent S::CAN water quality probe (the “Probe”) into the water upstream of or inside of the Weber Basin screening building structure (the “Building”);
- B. **WHEREAS**, the “Building” is adjacent to the Rockport State Park guard building;
- C. **WHEREAS**, the ultimate location of the Probe will depend on flow and/or water quality conditions;
- D. **WHEREAS**, the Parties wish to enter into an agreement whereby, following the installation of the Probe, PCMC agrees to maintain the Probe, and the District agrees to allow PCMC access to the Building in order to maintain the Probe; and
- E. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”);

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Permission to Access Building.** The District hereby grants permission to PCMC or its contractors to enter the Weber Basin Rockport screen building for purposes of maintaining an S::CAN water quality monitoring instrument and associated telemetry equipment. Telemetry panel(s) and appurtenances will be permanently installed in an area agreed to by Weber Basin personnel, likely in the same location as the temporary demonstration unit. If required, a short telemetry antenna will be mounted on the roof of the building. The instrument will be powered by a wall plug in the building.
2. **Details of Access.** The permission to access the Building, outlined in Paragraph 1, above, is granted only for the purpose of installing and maintaining the S::CAN water quality monitoring instrument and associated telemetry equipment. Weber Basin has provided PCMC with keys to the exterior gate and building, and will continue to provide this access.
3. **Limitation of Liability.** PCMC shall only be liable for injury, loss, damage or expense and claims for loss, damage or expenses that result from the negligent or intentional acts of PCMC, its contractors, officers, agents or employees. PCMC shall not be liable for any injury, loss, damage or expense or claims for loss, damage, or expense arising from any other cause or causes whatsoever.
4. **Term of Agreement.** This agreement shall remain in place for the life of the facility and may be renewed if a new facility is built as warranted.

5. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to District:  
Weber Basin Water Conservancy District  
Attn: Tage Flint, General Manager/CEO  
2837 East Highway 193  
Layton, UT 84040  
Facsimile: (801) 544-0103

If to PCMC:  
Park City Municipal Corporation  
Attn: Diane Foster, City Manager  
445 Marsac Avenue  
Park City, UT. 84060

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

6. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

7. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

12. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

13. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- e. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.
- f. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained.
- g. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: WEBER BASIN WATER CONSERVANCY DISTRICT

Attest:

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Board Secretary

Approved as to form:

\_\_\_\_\_  
Attorney for Weber Basin Water Conservancy District

Agency: PARK CITY MUNICIPAL CORPORATION

Attest:

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Attorney for Park City Municipal Corporation



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Staff is asking City Council to consider award of a contract to GSBS Architects to finalize construction drawings and for construction administration for the Plaza adjacent to the Brew Pub on Main Street.

On August 11, 2016 Council directed staff to proceed with the design and construction of the Plaza as presented at the end of Schematic Design and approved as part of the 2017 Capital budget process. A detailed cost estimate was presented and reviewed with the team shortly after the presentation. The team found additional costs not identified in the Schematic Design cost estimate of \$7M including soils mitigation and miscellaneous owner soft costs that resulted in an estimated project cost of \$7.6M. Staff and the architects have been working to identify alternative funding sources as well as value engineering the project to meet the \$7M budget.

Within the \$7M budget the scope include a flexible event plaza, underground parking, a convertible pavilion/stage, a by-pass road, "Poison Creek" water feature, landforms, landscaping, restrooms, storage for plaza operations, trash/recycling compactors and an integrated artistic and interactive play feature. The project team has also included net zero offsets for the plaza within the budget.

The design of the Main Street Plaza grew out of an extensive and collaborative conceptual design process with a vast contingency of stakeholders and public that identified several sets of considerations or goals to guide the look, functionality and viability of the plaza. These goals were identified and confirmed by City Council last year:

- Generate daily activity
- Allow and promote event activity
- Encourage stay and play
- Combine natural and built elements
- Be multi-season

In addition to these overall goals the following objectives were specifically identified in response to the City Council's direction:

- Create a public space that attracts both residents and visitors of all ages with limited programmed events and with no retail or flexible use building types.
- Create a public space that is adaptable for occasional events but primarily suited for the casual or day to day park/ plaza type use.
- Enhance the visitor experience to Park City through the development of a well-designed and unique 'Park City' public space.

Council agreed a successful plaza should create a park space, emphasize simplicity and flexibility and allow for event uses but not be specifically designed to promote them. It has become a more passive space to be programmed for activity and a respite from a busy Main Street experience. It should employ art and interactive elements that celebrate Park City, enhance the visitor experience and express the heritage and culture of Park City. It should support the day to day high quality of life in Park City and amplify the attraction to families and kids thru interactive adventure play opportunities. Award of the design contract to GSBS will allow the project team to proceed with the project and meet the desired goals for the Main Street Plaza. Even with the value engineered items, staff and design team still maintain that the desired goals for the plaza can be met.

**Respectfully:**

Matthew Twombly, Senior Project Manager



## City Council Staff Report



**Subject:** Main Street Plaza Project – GSBS  
Professional Service Provider Contract  
**Author:** Matthew A. Twombly & Jonathan Weidenhamer  
**Department:** Sustainability  
**Date:** November 3, 2016  
**Type of Item:** Administrative – Award of Contract

### Summary Recommendation

Staff recommends Council authorize the City Manager to enter into a new professional service provider agreement in a form approved by the City Attorney's Office with GSBS Architects, in an amount not to exceed Five Hundred Ten Thousand Dollars (\$510,000) for Phase 3 Design Development, Construction Documents and Administration for the Main Street Plaza.

### Executive Summary

Staff is asking City Council to consider award of a contract to GSBS Architects to finalize construction drawings and for construction administration for the Plaza adjacent to the Brew Pub on Main Street.

On August 11, 2016 Council directed staff to proceed with the design and construction of the Plaza as presented at the end of Schematic Design and approved as part of the 2017 Capital budget process. A detailed cost estimate was presented and reviewed with the team shortly after the presentation. The team found additional costs not identified in the Schematic Design cost estimate of \$7M including soils mitigation and miscellaneous owner soft costs that resulted in an estimated project cost of \$7.6M. Staff and the architects have been working to identify alternative funding sources as well as value engineering the project to meet the \$7M budget.

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The design of the Main Street Plaza grew out of an extensive and collaborative conceptual design process with a vast contingency of stakeholders and public that identified several sets of considerations or goals to guide the look, functionality and viability of the plaza. These goals were identified and confirmed by City Council last year:

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Award of the design contract to GSBS will allow the project team to proceed with the project and meet the desired goals for the Main Street Plaza. Even with the value engineered items, staff and design team still maintain that the desired goals for the plaza can be met.

### Acronyms

|      |                                   |
|------|-----------------------------------|
| CIP  | Capital Improvement Program       |
| CUP  | Conditional Use Permit            |
| FF&E | Fixtures, Furniture and Equipment |
| GBCI | Green Business Certification Inc. |
| HDDR | Historic District Design Review   |
| HPCA | Historic Park City Alliance       |
| M    | Million                           |
| PCMC | Park City Municipal Corporation   |

### The Problem

Through a detailed stakeholder process, and several public meetings a series of goals have been articulated for use and programming of the plaza. Balancing the tradeoffs of costs to build (and maintain and program) with daily activation goals and competing interests for the use resulted in a longer, and more expensive scoping (concept and schematic design process than anticipated.

### Background

- On July 30, 2015 the City Council awarded a professional service provider agreement with GSBS Architects, in the amount of \$185,235 for Phase 1 Conceptual Design to identify the scope of the project. The scope was based on stakeholder,

public, steering committee, Council, and HPCA meetings, presentations, scoping and information gathering. A flat fee was proposed for a detailed number of meetings as is customary at this level of design.

- On January 4, 2016 GSBS proposed an additional services scope and associated flat fee not to exceed \$24,800. Addendum 1 to the GSBS Professional Services Provider agreement was executed on February 1, 2016. The contract total was adjusted to \$210,035. This addendum fee was based on Council's request for additional meetings during this phase.
- Upon completion of scoping or Concept Design, at the February 25, 2016 meeting, Council authorized a second agreement with GSBS for the Schematic Design portion of the project in the amount of \$240,000 in order to refine the public and stakeholder input, the conceptual designs, and feasibility work on parking, soils, flood plain, trash, circulation, and proposed amenities. Council requested the design team develop a number of options including on-site/offsite parking and varying levels of programming for events and daily activity and conceptual project costs. The awarded flat fee was based on the deliverables of a detailed number of Council, steering committee and HPCA meetings, number of presentations of schematic drawings, surveying, entitlements (subdivision plat), geotechnical testing, China Bridge feasibility, stakeholder meetings, traffic and circulation scoping and public information coordination. Again a flat fee was used where there was not a clear cost of construction.
- At the May 19, 2016 meeting Council considered the update on the several Schematic Design options presented. Council was supportive of keeping the parking on site as the costs associated with the contaminated soils are necessary for any site improvements not just the parking. Council directed staff to return with options for a basic plaza with vertical improvements limited to a stage and restrooms, and parking on site that meets the City's Net-Zero goal. Council was supportive of keeping the parking on site as the costs associated with the contaminated soils are necessary for any site improvements not just the parking.
- On June 16, 2016 the City Council directed the design team to design a more passive but flexible plaza without the multipurpose space, incorporate an artistic and interactive play feature. Council also set the project budget at \$7M within the FY 2017 \$8.5M Main Street Plazas CIP budget. This approval was based on the architect's estimate of construction cost at this phase of Schematic Design.
- On August 11, 2016 Council was supportive of the presented Schematic Design and directed the team to proceed with the Design Development, Planning process, and Construction Documents with the goal of beginning construction in 2017.
- Based on the schematic design presented, a Schematic Design estimate was developed for the project by a cost estimating consultant. It was at this time that it became apparent that previous estimates did not include \$300,000 of miscellaneous owner soft costs (impact fees, owner FF&E items (trash compactors, tables, chairs, maintenance equipment) testing and inspections...), \$160,000 of additional contaminated soils (above the \$1,121,000 included in the estimate) necessary to be removed, and approximately \$210,000 in Concept Design fees. The resulting estimate including these costs exceeded the \$7 million project budget (\$7.6M) within

the Main Street Plazas CIP budget set in June of 2016. The estimate did included approximately \$260,000 of already expended Schematic Design fees.

From August 11, 2016 to present, staff, including Economic Development, Budget, Assistant City Manager and Community Development Director worked collaboratively with the design team to finalize the current recommendation, balancing Council's goals, finish aesthetics, design, program, and costs.

Past Plaza Council meetings:

|          |                                          |                                                         |
|----------|------------------------------------------|---------------------------------------------------------|
| 4/2/15   | <a href="#">Council Report</a> (page 94) | Scope of RFP for design services                        |
| 4/2/15   | <a href="#">Minutes</a> (Page 4)         |                                                         |
| 8/20/15  | <a href="#">Council Report</a> (Page 4)  | Scoping Interviews with Council                         |
| 8/20/15  | <a href="#">Minutes</a> (Page 1)         |                                                         |
| 10/22/15 | <a href="#">Report</a> (Page 47)         | Affirm project process and programming                  |
| 10/22/15 | <a href="#">Minutes</a> (Page 4)         |                                                         |
| 11/19/15 | <a href="#">Report</a> (Page 16)         | Define the project goals                                |
| 11/19/15 | <a href="#">Minutes</a> (Page 3)         |                                                         |
| 12/17/15 | <a href="#">Report</a> (Page 48)         | Preliminary Concept Design and Site Analysis            |
| 12/17/15 | <a href="#">Minutes</a> (Page 4)         |                                                         |
| 1/14/16  | <a href="#">Report</a> (Page 10)         | Consider options with various program goals             |
| 1/14/16  | <a href="#">Minutes</a> (Page 2)         |                                                         |
| 2/4/16   | <a href="#">Report</a> (Page 107)        | Recommended concept and program goals                   |
| 2/4/16   | <a href="#">Minutes</a> (page 8)         |                                                         |
| 2/25/16  | <a href="#">Report</a> (Page 228)        | Award contract for Schematic Design & Design update     |
| 2/25/16  | <a href="#">Minutes</a> (Page 11)        |                                                         |
| 5/19/16  | <a href="#">Report</a> (Page 103)        | Schematic Design with feasibility of on/offsite parking |
| 5/19/16  | <a href="#">Minutes</a> (Page 4)         |                                                         |
| 6/16/16  | <a href="#">Report</a> (Page 4)          | Direction on project budget of \$7M                     |
| 6/16/16  | <a href="#">Minutes</a> (Page 2)         |                                                         |
| 8/11/16  | <a href="#">Report</a> (Page 129)        | Refined Schematic Design                                |

### **Alternatives for City Council to Consider**

- 1. Recommended Alternative: Approve the contract, and authorize the City Manager to execute a service provider agreement in a form approved by the City Attorney's Office with GSBS Architects, in an amount not to exceed Five Hundred Ten Thousand Dollars (\$510,000) for Phase 3 Design Development, Construction Documents and Administration. Staff also recommends proceeding with a value engineered project to meet the \$7M budget:**

#### **Pros**

- a. The project recommended by staff is within the \$7M budget within the Main Street Plazas project CIP Budget.
- b. Staff believes the proposed value engineering items will not compromise the goals established for the plaza nor the project's ability to be consistent with the Design Guidelines.
- c. The project can move forward into Design Development, Conditional Use Permit, construction documents, and Historic District Design Review, with the goal of beginning construction in 2017.

### Cons

- a. There is some risk in entering into a professional services provider contract if the project significantly changes during the Design Development and planning approval process which may increase design costs.
- b. A specific area of uncertainty is the potential of ground water becoming a point source under the clean water act, both during and after construction. There may be additional construction and design costs to mitigate this issue.
- c. Some of the design features have been removed to accommodate the budget, including the “faces” sculpture, green roof on the restroom, the stone stairs changed to concrete, and the pavers in Main Street to asphalt.

- 2. Adjusted Project Scope:** Council could choose to not remove the recommended Value Engineering items at this time. Approving scope above the approved Capital Budget would be inconsistent with the Capital Budgeting process and Council, at a subsequent budget meeting would have to either reprioritize the downtown projects, or reprioritize the resort city sales tax funded projects or the entire capital budget to accommodate an increased budget for the Plaza.

### Pros

- a. The project will incorporate design features that enhance the user experience for both visitors and locals.

### Cons

- a. Council’s prior direction was hold to a \$7M project budget.
- b. The Main Street Plazas project budget will need to be adjusted in 2018 or other Main Street project budgets reduced; or other portions of the capital budget would need to be adjusted.
- c. Design fees will need to be adjusted and potentially delay moving into the Design Development phase of the project.

- 3. Null Alternative:** Council could choose to not proceed with the contract at which point City Council could further consider eliminating the project, or going back out for proposals to procure a different design team with the hope of reducing cost, or they could change the scope of the project.

### Pros:

- a. Could allow resort city sales tax to be allocated to other priorities.

### Cons:

- a. It will delay or eliminate the project.
- b. We would lose continuity and the value of the experience the current design team has.
- c. The current team has an excellent reputation for producing detailed and efficient construction documents.

- d. The current design team has exceeded staff's expectations in terms of taking direction, responsiveness and demonstrating commitment to "getting it right".

### Analysis

Based on City Council direction on August 11, 2016, to proceed with the design and construction of the Main Street Plaza, GSBS has proposed the scope of services and fees outlined in Exhibit A. The proposed design fees are included in the \$7M project budget:

- Conduct project team meetings with staff and HPCA representative to coordinate the design with programming, creating place, operations and maintenance;
- Design Development Drawings;
- Work with, support City staff, and present on the Conditional Use Permit (CUP) application to Planning and Planning Commission;
- Help select a Construction Manager at Risk;
- Present finalized Design Development drawings and cost estimate to City Council;
- Determine final design, schedule and estimates for presentation to the HPCA, Public Art Advisory Board and City Council;
- Historic District Design Review (HDDR);
- Cost estimating;
- Provide for Netzero Design;
- Prepare construction documents:
  - 30%
  - 60%
  - 90% including specifications and cost estimate submittal;
  - 100% including bid documents, specifications;
- Provide construction management oversight and coordination with the construction manager or general contractor for the project;
- Coordinate and review all Requests for Information and Submittals during construction;
- Facilitate regular meetings and take minutes; and
- Review all close-out documents provided by the contractor.

### Green Approach

The chosen schematic design can be found on the City's Meeting Portal at [Report](#) (Page 137). As it is not a "building" with occupied space, the plaza cannot be considered for LEED certification. Staff, including the City's Environmental Manager and the Design Team considered pursuing certification through the Sustainable SITES Initiative or SITES® for sustainable landscapes administered by the Green Business Certification Inc. (GBCI), but staff is recommending to not pursue the SITES certification as the consultant fees were proposed at \$40,000 plus \$5,000 in administrative fees to SITES. Staff felt it was more important to put this money into an owner contingency for the project at this stage of the design.

The project team is committed to producing a Net-Zero plaza and parking garage for daily use. The removal of the restroom green roof and the addition of solar panels in this location will help towards achieving Net-Zero, however, with the limited information available on energy use at this stage of design the team is somewhat confident that Net-Zero can be obtained with on-site sources. The team is not considering producing Net-Zero offsets for events due to the significant unknowns.

### Cost

Based on the chosen design at the August 11, 2016 meeting, the Architect sub-consultant developed a schematic design estimate. In review of the estimate, staff and the design team found additional costs not identified in the estimate including additional soils mitigation and miscellaneous owner soft costs not identified in the cost estimate. Staff and the architects have been working to value engineer the project to meet the \$7M budget. The value engineering options recommended include:

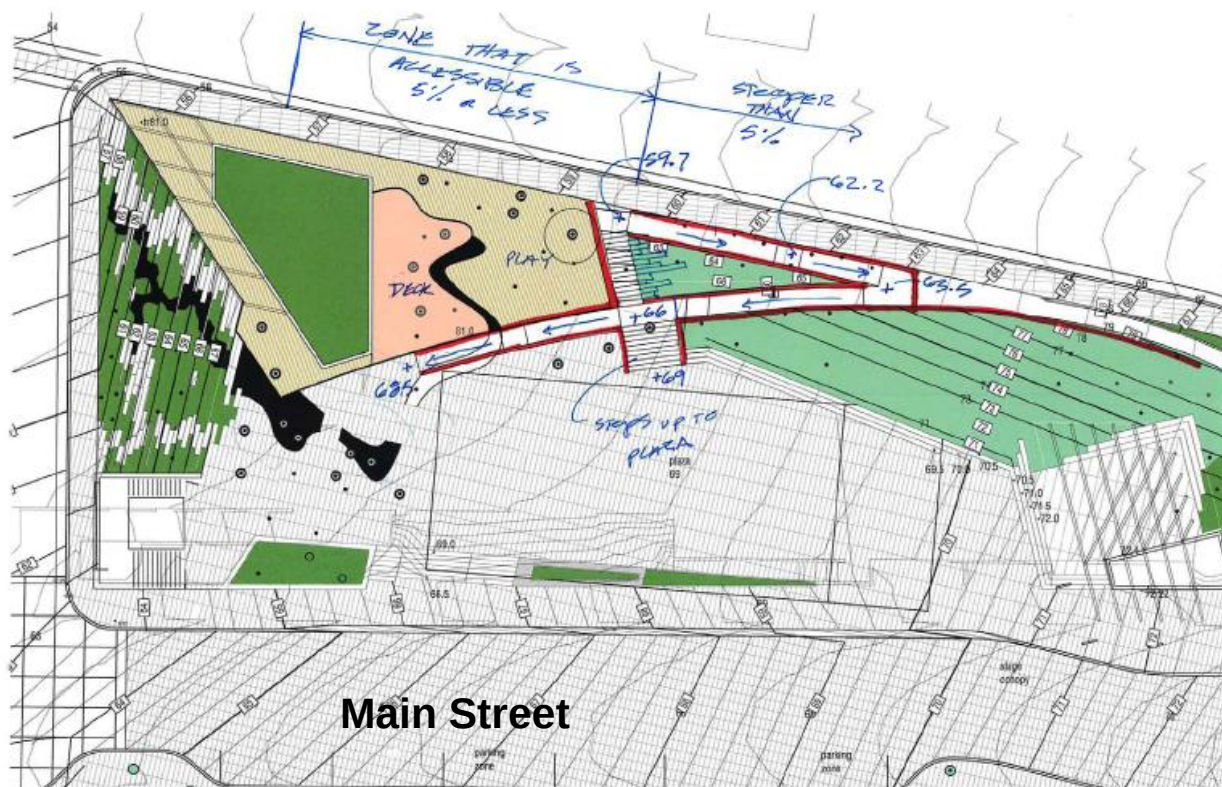
- Identify the elevator as an additive alternative in the bidding and alternatively include an ADA accessible ramp. The Accessible Route will exit out the driveway entrance to the parking, turn up the Swede sidewalk ramp up along the sidewalk, turn and ramp up into the plaza. See layout below.
- Change all the stone steps and stairs to concrete. There are a series of steps along the North side cascading from the plaza to the New Road and Swede. There are also steps on the East side from the Plaza to Swede along with the ADA ramp.
- Delete the Faces Sculpture. The public art will be the 1% of construction costs (~\$58,960 determined at construction bidding) included in the \$7M project budget. Staff will work with the Public Art Advisory Board to determine how and where the 1% for art is allocated.
- Delete the green roof at the restroom. Deleting the green roof would allow additional space for solar panels and help toward making the project Net-zero. Green roofs require additional water, are expensive to maintain and difficult to establish in the Park City climate.
- Transfer the cost of the playground, Main Street paving and Main Street Sidewalks and Streetscape to other existing CIP budgets and funding sources as identified in the chart below. In each case we have support from the Budget Manager and the manager responsible for the funding source to pursue this approach.

| Plaza Schematic Design                                 |                                 |                             |                                       |                                            |                                                                                                              |
|--------------------------------------------------------|---------------------------------|-----------------------------|---------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|                                                        | Schematic Estimate<br>August 11 | Updated Estimate<br>Sept 13 | Value Engineering<br>Sept 13 – Oct 25 | Total including funding from other budgets | Notes                                                                                                        |
| <b>Soft Costs</b>                                      |                                 |                             |                                       |                                            |                                                                                                              |
| Owner Impact Fees, Testing, 1% Art, Misc.              | Not Included                    | \$300,000                   | \$300,000                             | \$300,000                                  |                                                                                                              |
| Conceptual Design – Scoping, Stakeholder Participation | Not Included                    | \$210,000                   | \$210,000                             | \$210,000                                  |                                                                                                              |
| Schematic Design                                       | \$171,000                       | \$261,000                   | \$261,000                             | \$261,000                                  |                                                                                                              |
| Design Development, CD's, Admin.                       | \$621,000                       | \$550,000                   | \$510,000                             | \$510,000                                  |                                                                                                              |
| <b>Soft Costs Total</b>                                | <b>\$792,000</b>                | <b>\$1,321,000</b>          | <b>\$1,281,000</b>                    | <b>\$1,281,000</b>                         |                                                                                                              |
| <b>Soft Cost Difference from Schematic Estimate</b>    |                                 | <b>\$529,000</b>            | <b>\$489,000</b>                      | <b>\$489,000</b>                           |                                                                                                              |
| <b>Construction Estimate</b>                           | <b>\$6,205,000</b>              | <b>\$6,205,000</b>          | <b>\$5,715,000</b>                    | <b>\$5,896,000</b>                         | \$5,896,000 total construction with items funded by other budgets.                                           |
| <b>Total Project Costs</b>                             | <b>\$6,997,000</b>              | <b>\$7,526,000</b>          | <b>\$6,996,000</b>                    | <b>\$7,177,000</b>                         |                                                                                                              |
| <b>Value Engineering (To meet \$7M budget)</b>         |                                 |                             |                                       |                                            |                                                                                                              |
| <b>Plaza</b>                                           |                                 |                             |                                       |                                            |                                                                                                              |
| Soils                                                  | \$1,121,000                     | \$1,281,000                 | \$160,000                             |                                            | More tonnage than original estimate. Staff will develop a plan to sort and test material to minimize export. |
| Stone Stairs to Concrete                               | \$202,000                       | \$77,000                    | (\$125,000)                           |                                            |                                                                                                              |
| Delete Sculpture Faces                                 | \$250,000                       | \$0                         | (\$250,000)                           |                                            | 1% construction (\$58,960) public art included above                                                         |
| Playground Feature                                     | \$50,000                        | \$0                         | (\$50,000)                            | \$50,000                                   | Fund by Parks Impact Fees                                                                                    |
| Pavers at Main Street sidewalk                         | \$40,000                        | \$0                         | (\$40,000)                            | \$40,000                                   | Fund from Main Street Streetscape                                                                            |
| <b>Main Street</b>                                     |                                 |                             |                                       |                                            |                                                                                                              |
| Asphalt Pavers to Asphalt                              | \$158,000                       | \$0                         | (\$158,000)                           | \$54,000                                   | Fund from Pavement Management                                                                                |



|                                                              |           |          |                                    |           |                                                                                                                |
|--------------------------------------------------------------|-----------|----------|------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------|
| Granite Curb                                                 | \$17,000  | \$0      | (\$17,000)                         | \$17,000  | Fund from Main Street Streetscape                                                                              |
| Asphalt Paving and Conc. Curb                                | \$20,000  | \$0      | (\$20,000)                         | \$20,000  | Fund from Pavement Management                                                                                  |
| <b>Buildings</b>                                             |           |          |                                    |           |                                                                                                                |
| Green Roof at Restroom                                       | \$45,000  | \$5,000  | (\$40,000)                         |           | Additional space is necessary for Net-zero goal. Green roofs are difficult to grow in PC. Still need membrane. |
| Additive/Alternate to Delete Elevator & include Ramp Instead | \$138,000 | \$88,000 | (\$50,000) if necessary at bidding |           | Ramp from driveway along Swede and up onto the plaza in front of the play area.                                |
| Owner Construction Contingency                               | \$0       | \$0      | \$50,000                           |           | Owner Contingency                                                                                              |
| <b>Total</b>                                                 |           |          | <b>(\$490,000)</b>                 | \$181,000 |                                                                                                                |

Schematic Design with Ramp:



This project has gone through a multi-year, iterative process of first concept then schematic design. The process took hours of stakeholder and public engagement in addition to multiple meetings with City Council. The many meetings and evolution of the design were expensive to produce, which ultimately impacts the bottom line of the budget.

For this final construction design phase, GSBS is proposing a fixed fee based on the scope identified with the design team and City staff. The fixed fee is not based on a percentage of construction costs as there are presently too many variables in the estimated construction costs (soils, net zero, groundwater) and the additional services beyond the basic design services, such as, entitlements (CUP, HDDR), Net Zero design, cost estimating, and stakeholder coordination. Fixed fee contracts are often used where estimated construction costs may significantly fluctuate during Design Development.

The fixed fee for scope of services by GSBS identifies a two month Design Development and a three month Construction Document process. The CUP approval process coincides with the Design Development process of the design team. Due to the review period for the CUP and HDDR, Planning staff and Commission resources, staff is concerned that the approval process will require significantly more time than the timeframe proposed in the scope of the contract. The scope of the design contract should not change only the timing of approvals. Staff is also concerned that the bidding and start of construction may be pushed further into 2017. If planning approvals take more meetings, then additional budget will be required as outlined in the proposed scope of services.

Cost containment and additional, unanticipated expenses are always a sensitive concern. As we move into the Design Development phase and the Planning approval process, staff will continue to mature cost estimates based on more detailed drawings. At that time staff and the design team can look at further value engineering or bidding additive alternates to keep the project within budget. Staff will return to Council during the Design Development phase to present the recommended plans and budget at that time. This will be another opportunity for Council to consider project alternatives, including termination of the project or amending scope or budget.

If Council wishes to incorporate any of the value engineered options back into the project then the Main Street Plazas Budget would need to be adjusted for FY2018 or other Main Street project budgets reduced. Adjusting the Main Street Plazas Budget for FY2018 would likely require decreasing or delaying other projects currently funded with the Additional Resort Communities Sales Tax. Adding certain scope, such as the elevator, back into the project will also increase design fees.

### **Department Review**

This report has been reviewed by Sustainability, City Attorney's Office, Budget, and City Manager.

### General Plan Consideration

The Main Street Plaza promotes the General Plan Core Value of Sense of Community. Specifically the plaza reinforces Goal 9: *Parks and Recreation - Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors* ([link](#)). The project also speaks directly to Objective 9B - *Locate recreation options within close vicinity to existing neighborhoods and transit for accessibility and to decrease vehicle miles traveled. Grouping facilities within recreational campuses is desired to decrease trips*. Additionally, the project supports Goal 10: *Park City will provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community*.

The General Plan Sense of Community goals intertwines with the Council Priorities and General Plan Goal of Preserving Historic Character: *Goal 15 – Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations*. Objective 15B is to the point in support of the Goal 15 – 15 B. *Maintain character, contact and scale of local historic districts with compatible infill development and additions*. The General Plan provides qualitative definitions of compatibility for reference.

### Funding Source

The funding is from the Downtown Enhancements CIP, more specifically the one half of one percent Additional Resort Community Sales Tax increase. Staff has set a \$7 Million Dollar budget for the Main Street Plaza within the \$8.25 Main Street Plazas Budget.

Attachments:

Exhibit A – GSBS Scope of Services and Fees.

## Exhibit A

ARCHITECTURE • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN • PLANNING



### Park City Main Street Plaza Scope of Work 10/24/2016

#### Overview:

This proposal is for the continuation of the design and construction of the Park City Main Street Plaza located at the South end of Main Street where Main and Swede connect. The GSBS-led design team will include GSBS, Civitas, Struck, NV5, Calder Richards Structural Engineers, Colvin Engineering, Spectrum Engineers, AGECE and Parametrix.

The conceptual design direction replaces the current surface lot with an event plaza/park space to complete the urban fabric of Main Street and establish the top of Main as a destination and draw for visitors and residents.

#### Stakeholders

- Park City Municipal Corporation
- Historic Park City Alliance
- Park City Chamber of Commerce/Convention and Visitor's Bureau
- Public

#### Design Team

- GSBS Architects, Architect of Record
- Civitas, Urban Planner and Landscape Architect
- Struck, Branding Consultant
- Calder Richards, Structural Engineer
- NV5, Civil Engineer
- Colvin Engineering, Mechanical
- Spectrum Engineers, Electrical
- AGECE, Geotechnical Consulting
- Parametrix, Cost Estimating

#### Proposed Schedule

- Design Development - 2 months, November 1, 2016 - December 31, 2016\*
- Construction Documents Phase - 3 months, January 1, 2017 - April 1, 2017\*
- Construction Administration - 9 months, May 2017 - January 2018\*

\*All dates for design are based on assumptions about coordination time with stakeholders and City/entitlement entities and could be subject to change.

#### Scope

- i. Design Development through Construction Administration for a Basic Event Plaza - flexible plaza space, new connecting road, sloping landscaped connection of Swede, Main and new road, stage, restrooms, storage/support space, trash facilities and landscaped area with one level of on-site parking - underground parking deck with approximately 39 spaces.

- ii. Additional Services included: Cost Estimating, Entitlements, Stakeholder Coordination, SITES Certification, Travel and Visualization scope described below.
- iii. Park City will need to provide the design team with information regarding the flood plain and traffic study. No information has been available to influence the current design and any necessary changes to the design as a result of new information may result in additional services.
- iv. Total fee for all services is \$510,000 (five hundred ten thousand dollars)

**Standard Design Services (\$390,500)**

- i. Design Development
  - a. The Design Team will complete a two month design development phase culminating in final design definition.
  - b. Deliverables – Presentation Materials for a design update to the HPCA including sketches of the design and a cost estimate. Presentations for approval of the Plat, Master Plan and HDDR applications.
  - c. The Design Team will lead a Steering Committee Meeting every 3 weeks
  - d. After acceptance of this phase the Design Team will proceed with Construction Documents
- ii. Construction Documents
  - a. After acceptance of the approach of the design the Design Team will produce the final Construction Documents over the next 3 months
- iii. Bidding
  - a. The Design Team will provide bidding services for the CM bidding process and answer any questions related to the released document set.
- iv. Construction Administration
  - a. The Design Team will provide construction administration services over the 9 month construction phase
  - b. This scope does not include Record Drawings of final construction conditions at the end of the project.

**Cost Estimating – Parametrix (\$23,000)**

- i. The Design Team will provide cost estimates at the end of Design Development.



#### Entitlements – GSBS & NV5 (\$25,700)

- i. The Design Team will provide all necessary documentation to the Planning Commission and HDDR to complete a Plat Subdivision of the site, a Masterplan and a Historic District Design Review.
- ii. The Design Team will complete all necessary applications as outlined in the provided schedule.
- iii. The Design Team will plan to attend five total review meetings including the required meetings with the Planning Commission for review of the Master Plan and Plat, required meetings with the DRT for the HDDR and meetings with the City Council to review the final recommendations.
- iv. GSBS will represent the design team at these meetings and request consultant participation only as necessary.

#### Stakeholder Coordination – GSBS (\$8,000)

- v. The Design Team will conduct three stakeholder updates, one for the HPCA and two for the PAAB.
- vi. GSBS will represent the Design Team for these updates and Civitas may participate via conference call.

#### Netzero Design (\$50,000)

- i. The Design Team will meet with Park City's Sustainability Department twice to discuss netzero goals and definition, strategies and progress.
- ii. Design for a solar array that meets the netzero goals for the plaza as defined by Park City. This array is assumed to require a rack system that will be designed by the installer.
- iii. The site's limitation may require this array to be located off-site. Off-site solar array design is not included in this scope

#### Travel – Civitas (\$7,800)

- i. Time and Travel Expenses for Civitas will be applied toward attendance at the following:
  - 2 Steering Committee meetings – one with 1 individual and one with 2 individuals present
  - 1 City Council Meetings – 1 individual present
  - 1 Planning Commission Meeting – 1 individual present

#### Visualization – GSBS and Civitas (\$5,000)

- i. The Design Team will provide renderings of the design for presentations to HPCA and City Council.

#### Additional Services

This fee is based on the schedule provided and the scope represented by this scope document. Services requested which are not included in the scope outlined shall be considered additional services and require written confirmation. Additional services will be billed hourly per the standard billing rates provided. Meetings required but not currently shown in the schedule will be billed hourly. Participation in the meetings by Civitas will require \$3,000 per meeting.

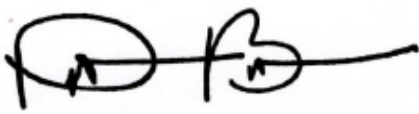
#### Summary and Acceptance

The architect bills monthly at the end of the month. Payments are due within 30 days of receipt. Design Services will be billed in standard phases noted above; design development, construction documents, bidding and construction administration.

This proposal represents our anticipated scope of work and terms which will be the basis of an official contract. Thank you for your interest in working with GSBS Architects.

Please feel free to contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'DB', followed by a horizontal line extending to the right.

David Brems 10-24-2016  
GSBS Architects



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

State code requires that City Council hold a public hearing to take comments on the potential issuance of an open space bond, and the potential economic impact on the private sector of the improvement, facility, or property for which the bond pays all or part of the cost. As required by State code, notices for this hearing have been included in the Park Record for two consecutive weeks (8-31-2016 and 9-7-2016), and on the State Public Notice Website.

PCMC does not have a deal with the current owner of Bonanza Flats. If and when the owner of Bonanza Flats should approach PCMC, the availability of bond proceeds could give PCMC the ability to make an offer on the property. If PCMC has an opportunity to make an offer to purchase and preserve Bonanza Flats using proceeds from this open space bond, PCMC would publish notice of the bond issuance and there would be a public hearing prior to any bond(s) being sold.

**Respectfully:**

Michelle Kellogg, City Recorder





## City Council Staff Report

**Subject:** \$25,000,000 General Obligation Open Space Bond  
**Author:** Tom Daley, Deputy City Attorney  
**Department:** City Attorney's Office  
**Date:** November 3, 2016  
**Type of Item:** Administrative

### Summary Recommendation

City Council should conduct a public hearing for the purpose of receiving public input on the \$25 Million Bonanza Flats general obligation open space bond initiative that will appear on the November 8, 2016 ballot.

### Executive Summary

State code requires that City Council hold a public hearing to take comments on the potential issuance of an open space bond, and the potential economic impact on the private sector of the improvement, facility, or property for which the bond pays all or part of the cost. As required by State code, notices for this hearing have been included in the Park Record for two consecutive weeks (8-31-2016 and 9-7-2016), and on the State Public Notice Website.

PCMC does not have a deal with the current owner of Bonanza Flats. If and when the owner of Bonanza Flats should approach PCMC, the availability of bond proceeds could give PCMC the ability to make an offer on the property. If PCMC has an opportunity to make an offer to purchase and preserve Bonanza Flats using proceeds from this open space bond, PCMC would publish notice of the bond issuance and there would be a public hearing prior to any bond(s) being sold.

### Acronyms

PCMC Park City Municipal Corporation

### Background and Summary of Previous Staff Reports

On August 11, 2016, the City Council adopted a resolution to put a \$25,000,000 general obligation bond question on the November 8, 2016, ballot. If voters approve the initiative by a simple majority, PCMC would be in a position to issue and sell open space bonds for the purpose of making a financial contribution to the purchase and preservation of Bonanza Flats.

Please view the August 4, August 11, and September 15, 2016, staff reports and the full text of the bond resolution using these links:

[www.parkcity.org/Files/Staff\\_Report\\_8\\_4\\_16.pdf](http://www.parkcity.org/Files/Staff_Report_8_4_16.pdf)

[www.parkcity.org/Files/Staff\\_Report\\_8\\_11\\_16\\_only.pdf](http://www.parkcity.org/Files/Staff_Report_8_11_16_only.pdf)

[www.parkcity.org/Files/Staff\\_Report\\_8\\_11\\_16\\_Resolution.pdf](http://www.parkcity.org/Files/Staff_Report_8_11_16_Resolution.pdf)

[www.parkcity.org/Files/Staff\\_Report\\_9\\_15\\_16.pdf](http://www.parkcity.org/Files/Staff_Report_9_15_16.pdf)

Park City has been aware of the development pressure on Bonanza Flats for decades. There is also long-standing public support for the idea of preserving Bonanza Flats for recreation and open space. As a result of Wells Fargo's foreclosure action against Talisker and the subsequent sheriff's sale, Redus, LLC currently owns Bonanza Flats along with other property. Redus, LLC is owned by Wells Fargo and its lending partner, Midtown Acquisitions. PCMC does not have a deal with the current owner of Bonanza Flats. If and when the owner of Bonanza Flats should approach PCMC, the availability of bond proceeds could give PCMC the ability to make an offer on the property. If approved by voters on November 8, 2016, PCMC would be authorized to issue the bond(s) as early as March, 2017, which would make funds *up to \$25,000,000* available at that time. The amount of the bonds issued and sold could be less than the \$25,000,000 authorization. PCMC is required to publish notice of the bond issuance and there would be public hearings prior to any bonds being sold. The authorization to issue the bond(s) for the purpose specified would remain effective for up to ten years. The purpose of this open space bond would be specific to the potential purchase and preservation of Bonanza Flats. Bonanza Flats is comprised of approximately 1,400 acres of undeveloped and pristine ground situated along Guardsman Pass Road in unincorporated Wasatch County at the upper elevations of the Wasatch Mountains. It is contiguous to Park City's southern boundary which is also the Summit and Wasatch County line. Bonanza Flats is bordered to the west generally by the ridge line of Clayton's Peak and 10420' which is also the Wasatch and Salt Lake County line. Bonanza Flats is a scenic terrain of dramatic stands of conifers, large aspen groves, steep cliff areas, and open meadows.

Park City's long held legacy of successful open space purchases has been the result of voter approved open space bond measures and sales tax initiatives. Park City's approach to open space preservation has always included a willing seller and a willing buyer, and the same would need to occur to make the purchase and preservation of Bonanza Flats possible.

In the event Redus, LLC or its successor-in-interest approaches Park City regarding the availability of Bonanza Flats, Park City would need funds readily available to make an offer at that time. Staff has determined that a meaningful offer would need to be supported by the proceeds from a general obligation bond. In other words, staff feels that a general obligation bond may be the only means by which Park City could achieve

the preservation and protection of Bonanza Flats. No purchase price has been identified for the Bonanza Flats property. The next opportunity to place a general obligation bond on the ballot would not arise until November, 2017, and the availability of funds would be pushed back twelve months at a minimum.

Though similar to past open space bonds, this bond would be different in one respect: Voters in Park City have historically approved by high margins open space bonds without knowing what property might be purchased with those bond funds. For this ballot measure, voters will have the opportunity to authorize funding only if PCMC is able to reach an agreement to purchase a specific piece of property – namely Bonanza Flats. So while voters will have the opportunity to vote to preserve a specific piece of property, they will be voting without certainty that PCMC will reach an agreement to buy and preserve that property or that the bond will be issued.

If PCMC were to issue and sell the full amount of the authorization, or \$25,000,000, full-time residents with primary resident tax status would pay annually \$15.15 for every \$100,000 of home value. Second homeowners/part time residents and businesses would pay annually \$27.54 per \$100,000 of home or business value. The life of the bond is anticipated to be 15 years.

On November 8, 2016, Park City voters will have the opportunity to answer this question on the ballot:

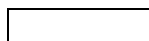
### **CITY PROPOSITION NUMBER 1**

Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed \$25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve, and forever preserve open space, park, and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?

### **PROPERTY TAX COST OF BONDS**

If the bonds are issued as planned, an annual property tax to pay debt service on the bonds will be required over a period of 16 years in the estimated amount of \$122.67 on an \$810,000 primary residence, and in the estimated amount of \$223.05 on a business property having the same value.

The foregoing is only an estimate and is not a limit on the amount of taxes that the governing body may be required to levy in order to pay debt service on the bonds. The governing body is obligated to levy taxes to the extent provided by law in order to pay the bonds.



**FOR THE ISSUANCE OF BONDS**



## **AGAINST THE ISSUANCE OF BONDS**

If voters approve the bond on November 8, 2016, up to \$25,000,000 in bond(s) could be sold as early as March, 2017. Park City may sell a bond for less than \$25,000,000 depending on an agreed purchase price and/or contributions from other funding sources both public and private.

The authorization to issue the bond will remain effective for up to ten years, and prior to any issuance of a bond, there will be notice and a public hearing. The long-term viability of the authorization will give Park City latitude well into the future to make an offer should the opportunity present itself.

In the event an agreement to acquire and preserve Bonanza Flats is not reached, Park City would not sell a bond. The resolution City Council approved on August 11, 2016, is limited to the possible purchase and protection of Bonanza Flats and it will not allow bonds to be sold for the purpose of acquiring any property other than Bonanza Flats.

### **City Council Action**

The City Council should conduct a public hearing in compliance with Utah law to receive input consistent with this report.

### **Department Review**

This report has been reviewed by the Executive Department and Budget and Finance Department.

### **Funding Source**

There is no funding source associated with Council conducting a public hearing on this matter.



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Anomaly Action Sports is an action sports based company specializing in apparel, protective equipment, and accessories. They are seeking funds to offset their cost of relocating to Park City, increased rent cost, and business expansion. They have requested the Economic Development Grant in the amount of \$100,000, \$20,000 annually for the next five years. Staff is supportive of funding a one-time grant covering three years in a total amount of \$20,000, which is consistent in amount and duration of other Grants. This recommendation is based on the applicant's ability to meet the City's Economic Development Grant Criteria. Staff is additionally supportive of reconsidering award of additional funds after one year based on demonstrated success and possible competition of other applicants.

**Respectfully:**

Jonathan Weidenhamer, Economic Development Manager



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Last year, City Council launched a three-year pilot program for a Winter Balcony Enclosure Program. The program seeks to permit those restaurants attached to balconies in non-historic buildings to enclose their balconies from November 15<sup>th</sup> through April 30<sup>th</sup>. Riverhorse has been the only restaurant to express interest in this program thus far. Staff is requesting that City Council affirm its continued support of the Winter Balcony Program and approve an Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-of-way. Balcony Enclosure Agreement for the Riverhorse.

**Respectfully:**

Anya Grahn, Planner II



## City Council Staff Report

**Subject:** Winter Balcony Enclosures on Main  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** Planning Department  
**Date:** November 3, 2016  
**Type of Item:** Regular Agenda

### Summary Recommendation

Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November 15<sup>th</sup> through April 30<sup>th</sup>). City Council should consider affirming their continued support of the three (3)-year pilot program for Winter Balcony Enclosures.

### Executive Summary

Last year, City Council launched a three-year pilot program for a Winter Balcony Enclosure Program. The program seeks to permit those restaurants attached to balconies in non-historic buildings to enclose their balconies from November 15<sup>th</sup> through April 30<sup>th</sup>. Riverhorse has been the only restaurant to express interest in this program thus far. Staff is requesting that City Council affirm its continued support of the Winter Balcony Program and approve the Balcony Enclosure Agreement for the Riverhorse.

### Acronyms

|                             |     |
|-----------------------------|-----|
| City Council                | CC  |
| Historic Preservation Board | HPB |
| Land Management Code        | LMC |
| Planning Commission         | PC  |

### The Opportunity

In 2015, City Council directed staff to develop a three-year pilot Winter Balcony Enclosure Program that would allow restaurants on upper levels of Main Street to temporarily enclose their balconies on non-historic buildings during the winter months. The program permits Main Street restaurateurs to maintain the high quality of customer service and support for increased seasonal occupant loads of Main Street restaurants by expanding their useable space on to their balconies. Additionally, City Council found that the balcony enclosure was an aesthetic improvement to temporary white tents being constructed on balconies during the winter.

### Background

There was significant discussion on permitting balcony enclosures prior to Council's final determination to allow them in January 2016. Staff was directed to amend the Land Management Code (LMC) in order to permit balconies over the Main Street right-of-way to be enclosed temporarily during the winter months. The following Historic

Preservation Board (HPB), Planning Commission, and City Council meetings addressed the balcony enclosures:

| Date:             | Item:                                                                                                                                      |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| January 7, 2016   | CC meeting to amend the LMC. <a href="#">CC Report</a> (page 83), <a href="#">Minutes</a> (page 5), and <a href="#">audio</a>              |
| January 7, 2016   | CC meeting discussing the pilot program. <a href="#">CC Report</a> (page 104), <a href="#">Minutes</a> (page 7), and <a href="#">audio</a> |
| December 9, 2015  | Planning Commission meeting to amend the LMC. <a href="#">PC Report</a> (page 187) and Minutes (Exhibit D).                                |
| January 7, 2015   | HPB meeting to discuss balcony enclosures. <a href="#">HPB Report</a> (page 195) and <a href="#">Minutes</a> (page 40)                     |
| March 4, 2015     | HPB meeting to discuss balcony enclosures. <a href="#">HPB Report</a> (page 276) and <a href="#">Minutes</a> (page 37)                     |
| June 25, 2015     | CC Work Session on Winter Balcony Enclosures. <a href="#">CC Report</a> (page 22) and <a href="#">Minutes</a> (page 3).                    |
| November 13, 2014 | CC Work Session on balcony enclosures. CC Report (Exhibit E), <a href="#">Minutes</a> (page 2)                                             |

*Please note that many of the most recent reports include past reports as exhibits.*

### **Analysis**

Due to the timing of the LMC amendment to permit the temporary enclosure of balconies along Main Street in January 2016, the Riverhorse's balcony enclosure was only permitted from January 12, 2016 to April 30, 2016 as was outlined in their lease. The balcony enclosure was taken down on May 2, 2016 as April 30<sup>th</sup> fell on a Sunday and the enclosure was used during the weekend.

No complaints were received for the balcony enclosure during the 2016 winter season. Per the letter from Seth Adams (Exhibit A), the enclosure was well-received by Riverhorse patrons, increased the profitability of the restaurant, and served as a space for regular dining, special events, and a lounge area. The additional space was not included as part of the business license as this space is used as outdoor dining during the summer months.

Additionally, as part of the January 2016 approval of the balcony enclosure lease with Riverhorse, City Council stressed their desire to see that the enclosure met the state energy code by the following year. Staff finds that there are two significant issues with this:

1. Per the International Building Code, temporary structures are not required to meet the State Energy Code.
2. The State Energy Code does not address structures like the balcony enclosure which are classified as a type of sunroom unless they are to be conditioned space (heated). Once they are conditioned space, they must comply with minimum U-factor ratings for glass walls and skylights as well as solar heat gain. Should the enclosure be looked at as part of the entire building, then a third party



study would be required and would need to find that the building energy costs were less than 85% of the Standard Design costs.

The Building Department finds that it is impossible for the glass enclosure to meet the State Energy Code due to the type of permanent construction that would be necessary in order for the structure to meet the Code.

Riverhorse has taken additional measures to improve the efficiency of the balcony enclosure (Exhibit D). Last year, the space was heated with a radiant heating Warmboard application that put tubing and heat above the slab; this year, they will install radiant heat in the slab. They are also proposing to insulate the ceiling panels to provide an approximate R-value of 2.0. (A typical R-value for ceilings or attics is 49 for non-temporary structures.) Additional insulation will also be used beneath the deck if their mechanical analysis suggest to do so.

### **City Council Discussion Requested**

Of the three restaurants which are eligible for the Winter Balcony Enclosure program, Staff has only received a request from Riverhorse.

Last January, City Council amended the [LMC 15-2.6-3](#) in order to permit Temporary Winter Balcony Enclosures from November 15<sup>th</sup> through April 30<sup>th</sup>. This balcony is attached to the non-historic addition to 540 Main Street; 540 Main Street is designated as a Landmark Structure, but its addition reads as a separate building and is not listed on the Historic Sites Inventory. Riverhorse will enter into an agreement with the City (Exhibit B) that requires that enclosure to be constructed, used, and deconstructed between November 15<sup>th</sup> and April 30<sup>th</sup>. The agreement will also require Riverhorse to name PCMC in the certificate of insurance. Staff finds that the enclosure will comply with the LMC and Design Guidelines for Balcony Enclosures.



2016 photo of the balcony enclosure at the Riverhorse.

### **Department Review**

This report has been reviewed by the Building and Legal Departments.

### **Attachments**

Exhibit A – Design Guidelines for Balcony Enclosures

Exhibit B – Proposed Balcony Agreement with Riverhorse

Exhibit C—Letter from Seth Adams, 9.29.16

Exhibit D—Riverhorse's proposed balcony enclosure

Exhibit E—Planning Commission Report, 12.9.15

Exhibit F—City Council Work Session Report, 11.13.14

## Exhibit A—Design Guidelines for Balcony Enclosures

1. There may be times when it is not appropriate to construct a Temporary Winter Balcony Enclosure on a non-historic building due to unique conditions, including but not limited to health and safety concerns, as found by the Planning Director or Chief Building Official.
2. The Temporary Winter Balcony Enclosures and the balcony should respect the architectural style of the building.
3. The Temporary Winter Balcony Enclosures should retain existing balcony railings in order to achieve a design consistent with open balconies and maintain the character of the original building.
4. 4. The existing exterior wall of the building may not be removed seasonally in order to accommodate the balcony enclosure.
5. The Temporary Winter Balcony Enclosures must not block existing door and window openings on neighboring buildings.
6. Temporary Winter Balcony Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and materials of those used for the glazing frames of the building.
7. Screens are permitted and should only be used in times of extreme sun, but should not be obtrusive.
8. The balcony must be situated so as not to interfere with pedestrian movement on the sidewalk.
9. The Temporary Winter Balcony Enclosures must have direct access to the restaurant's dining area.
10. Temporary Winter Balcony Enclosures designs must address snow shedding.
11. Any changes to the exterior façade of the building, proposed changes to the existing balcony, or construction of a new balcony shall be reviewed by staff as part of the Historic District Design Review. New balconies extending over the City right-of-way will require approval of the City Council.
12. The construction of any temporary tents should be approved through an Administrative Conditional Use Permit for up to fourteen (14) days. Free-standing tents will not be considered the same as balcony enclosures.
13. No signage is allowed on any Temporary Winter Balcony Enclosures.
14. Any new Temporary Winter Balcony Enclosures will require a building permit.
15. Temporary Winter Balcony Enclosures will only be permitted November 15th through April 15th.

## **AGREEMENT TO ALLOW AN ENCLOSED BALCONY OVER A PUBLIC PEDESTRIAN RIGHT-OF-WAY**

This AGREEMENT is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the State of Utah, ("Park City") and the Riverhorse on Main, located at 530 Main Street, Park City, Utah ("Tenant").

### *RECITALS*

WHEREAS, pursuant to Land Management Code section 15-2.6-3(D) no balcony may be erected, enlarged or altered over a public pedestrian right of way without the advanced approval of City Council; and

WHEREAS, the owner of the Riverhorse on Main, located at 530 Main Street, Park City, Utah, wishes to enclose the balcony for wintertime use which will alter the balcony; and

WHEREAS, the City Council wishes to try a pilot program to allow enclosures of balconies facing Main Street in non-historic buildings for restaurants; and

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

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

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

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

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

### *TERMS & CONDITIONS OF AGREEMENT*

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

1. **PROPERTY.** The property affected by this Agreement is generally described as the balcony appurtenant to 530 Main Street, Park City, Utah, which is over a public pedestrian right of way (hereinafter referred to as the "Premises").

2. TERM.

- a. The term of this Agreement shall commence on November 15, 2016, and shall terminate on April 30, 2017, unless terminated earlier as provided herein. This Agreement may be terminated by Park City upon a finding of non-compliance of this Agreement.
- b. The balcony enclosure must be constructed and deconstructed on or between Tuesday, November 15, 2016 and Sunday, April 30, 2017.

B. USE OF PREMISES.

- a. Tenant may enclose the Premises only for dining services.
- b. Park City makes no representations regarding the Premises and Tenant accepts the Premises "as is."
- c. The enclosure must meet all requirements of a Historic District Design Review.
- d. The Enclosure design and material should respect the architectural style of the building and shall retain existing balcony railings in order to achieve a design consistent with open balconies and maintain the character of the original building.
- e. The existing exterior wall of the building may not be removed seasonally in order to accommodate the enclosure.
- f. The enclosure shall not block existing door and window openings on neighboring buildings.
- g. The enclosed area must have direct access to the dining area of the restaurant in the building.
- h. Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and materials of those used for the glazing frames of the building.
- i. Sunscreens are permitted and should only be used in times of extreme sun, but should not be obtrusive.
- j. The enclosure design must address snow shedding which must be approved by the Building Department.
- k. The maximum height for the enclosure shall not exceed one (1) story in height, and shall be subordinate in mass, scale, and height to the existing structure. The height of the enclosure shall not exceed the height of the building's second story or cornice, whichever is shorter in height.
- l. No additional exterior electric lighting is permitted on the outside of the enclosure.
- m. The use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
- n. The use of outdoor speakers and music is prohibited.

C. ENCLOSURE OF THE PREMISES.

- a. The enclosure shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement.

- b. Tenant is responsible for obtaining building permits to erect the enclosure and remove it.
- c. Tenant is also responsible for adhering to all other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control.

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

E. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

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

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs incurred in connection with that action or proceeding), statutory or otherwise, arising out of or incurred in connection with (i) the use, operation,

occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

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

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

I. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah.

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

Executed the day and year first above written.

**Tenant:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

#### **ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that the preceding Agreement was signed on behalf of \_\_\_\_\_, and he acknowledged that he executed same on behalf of the company for its stated purpose.

\_\_\_\_\_  
Notary Public

**PARK CITY MUNICIPAL CORPORATION**

\_\_\_\_\_  
Jack Thomas, Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney's Office





P.O. Box 1914  
540 Main Street  
Park City, UT 84060  
P: 435-649-3536  
F: 435-649-2409

September 29, 2016

To Honorable Mayor and Council,

With the 1<sup>st</sup> winter of having our deck enclosure, it showed, finally being able to use the deck space in the winter months was truly a success.

Whether the space was used for regular dining, special events, as a waiting area or lounge during our business times, the enclosure provided an incredible view of Main Street for our guests to enjoy.

Be it locals or out of town visitors, the comments received were fantastic. Not only about the view and being able to utilize the space in such a way, also, comments about how comfortable they felt in the room, regardless of the weather.

The energy efficient radiant heating system worked extremely well, and after review of the utility bills from the prior year, we did not see any increase besides the normal rate increases.

The winter months of 2014 and 2015, we had seen a 10 % to 15% increase in revenues; yet, during the same time in 2016 our revenue was up 22.3%.

We believe the deck enclosure was a major contributing factor to the increased revenue with the added 40 seats throughout that time.

We hope to continue using the deck enclosure to provide an incredible experience for all who visit us and Park City.

Sincerely,

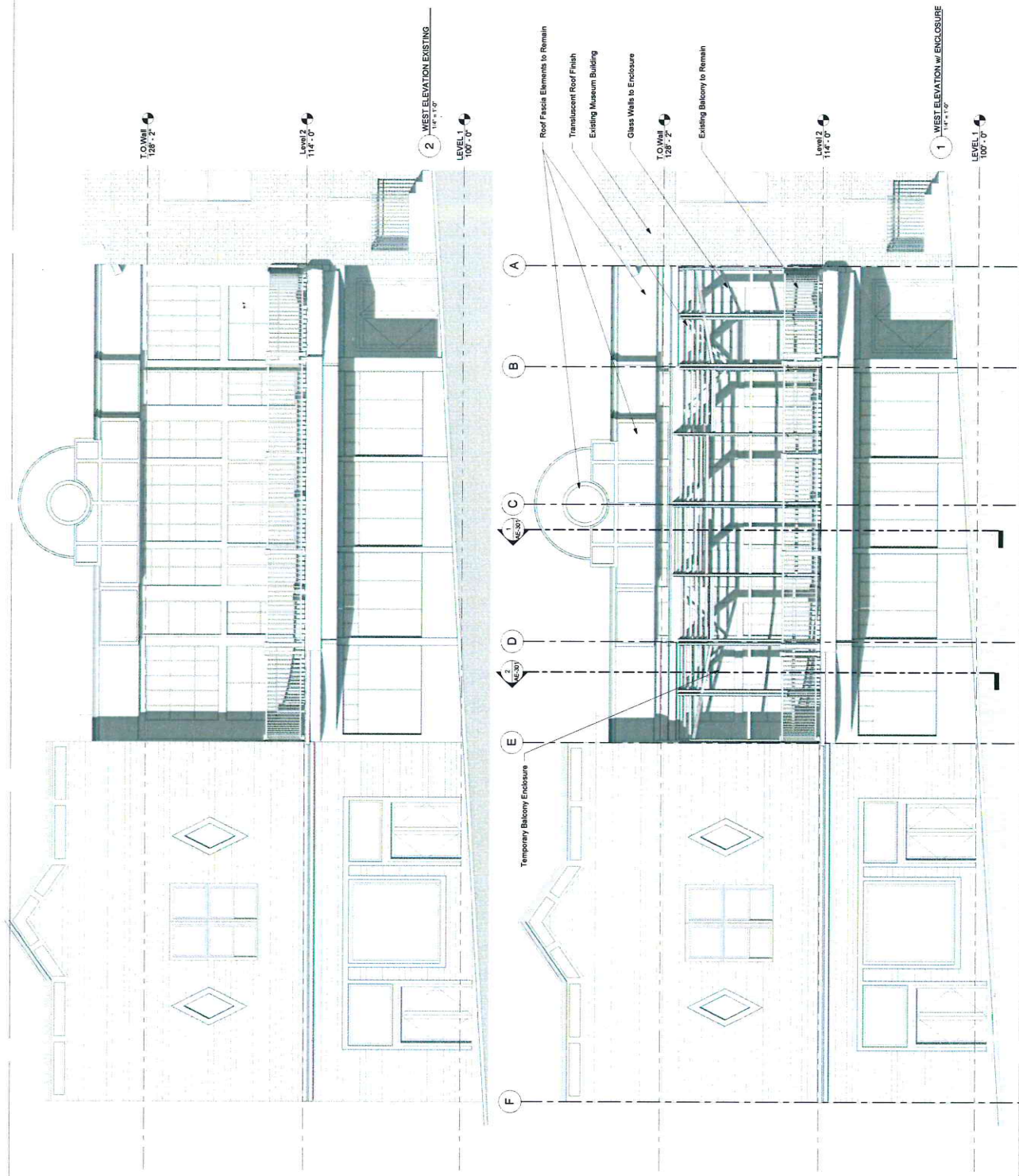
Seth Adams



**ELLIOTT WORKGROUP**  
Elliott Workgroup Architecture, LLC  
364 Main Street, P.O. Box 3419  
Park City, Utah 84002  
(435) 764-1111  
elliottworkgroup.com



Construction Documents  
**Riverhorse Restaurant**  
Seasonal Deck Canopy  
530 Main Street



| No. | Date | Description |
|-----|------|-------------|
|-----|------|-------------|

ISSUE DATE: 12.16.2015  
OWNER PROJECT NO:  
CONTRACT NO:  
DESIGNED BY: BWM  
CHECKED BY: CE  
DESIGNED BY: BWM  
EWS PROJECT NO: 2015.28.6  
COPYRIGHT: Elliott Workgroup Architecture, LLC

SHEET TITLE  
**ELEVATIONS**  
**AE-201**  
SHEET OF

RECEIVED  
SEP 29 2016  
PARK CITY  
PLANNING DEPT.



## ELLIOTT WORKGROUP

---

Riverhorse Deck Enclosure Energy Upgrades

October 27, 2016

To: Anya Grahn

Any,

Below are the anticipated upgrades that will occur before re-installation of the temporary balcony enclosure:

- Remove topping slab on deck to install radiant tubing in a new topping slab.
  - The previous application of radiant heating was a Warmboard application that put tubing and heat above the slab. With application of radiant heat in the slab, efficiencies will be gained.
- Insulation will be added to ceiling/ roof areas of the balcony enclosure.
  - Structure was installed with polycarbonate panels on the ceiling, giving an approximate R-value of 2.0. We are proposing to add 2" of extruded polystyrene insulation boards (blue board or pink board) below the polycarbonate to increase the R-value to a 15 or better. These will be painted to better match the interior decor of the Riverhorse.
- Insulation will be added under deck if mechanical analysis suggests a benefit to do so.
  - Half of the deck is over the Main Street Pizza Noodle and half is cantilevered over the sidewalk. The section over the sidewalk could be insulated from below to protect from losing heat in the radiant slab. The slab thickness in total may or may not preclude the need for insulation in this area.

\*Structural limitations do not allow for additional panes of glass or any additional dead load on the current beam system.



ELLIOTT WORKGROUP  
Elliott Workgroup Architecture, LLC  
364 Main Street, P.O. Box 3419  
Park City, Utah 84060  
(435)649-0092 or (801)415-1839  
elliottworkgroup.com

# EE-001

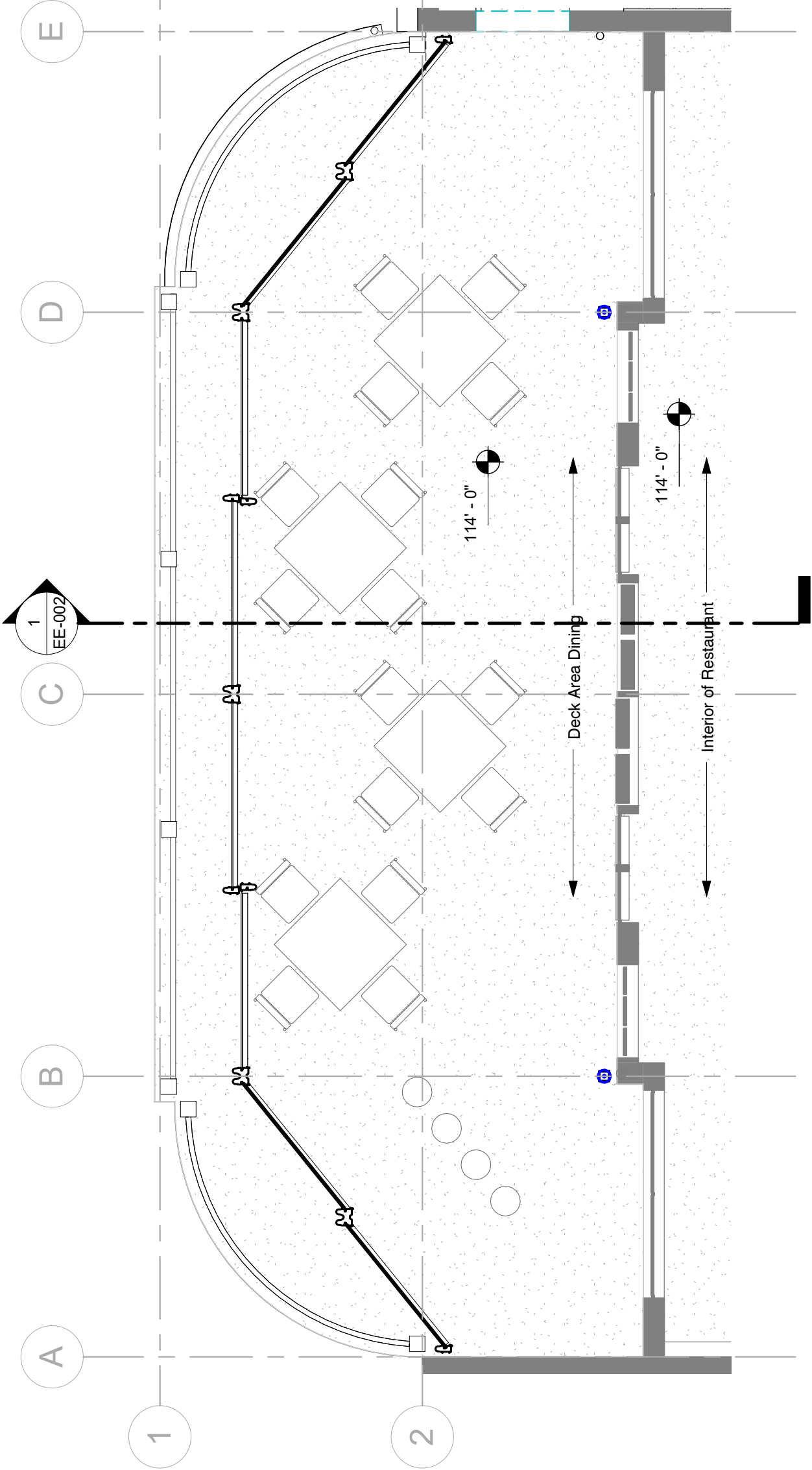
## Deck Floor Plan

COPYRIGHT ELLIOTT WORKGROUP ARCHITECTURE, LLC, 2015

Riverhorse Restaurant  
530 Main Street  
10/27/2016 10:22:21 AM

DATE: 10.27.2016  
ISSUE: Energy Upgrades  
PROJECT: 2015.28.c  
DESIGNED BY: EWG  
DRAWN BY: BVM  
REVIEWED BY: BVM

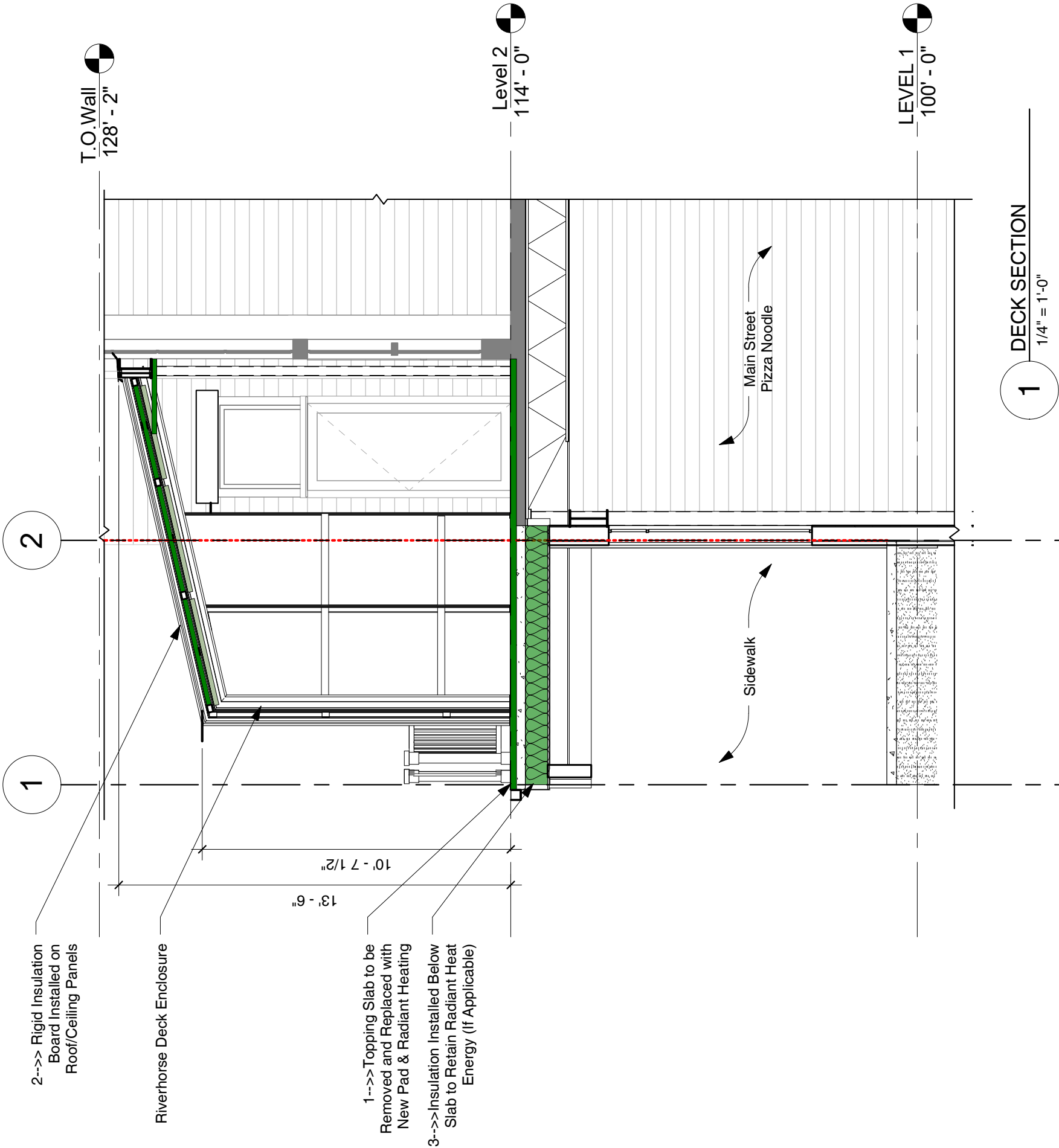
MAIN STREET BELOW



1 LEVEL 2 - ENLARGED PLAN - DECK  
1/4" = 1'-0"

Deck Section

EE-002



DECK SECTION

1

1/4" = 1'-0"



**ELLIOTT WORKGROUP**  
 Elliott Workgroup Architecture, LLC  
 364 Main Street, P.O. Box 3418  
 Park City, UT 84302  
 (435) 649-0092 or (801) 415-1839  
 elliottworkgroup.com



Construction Documents  
 Riverhorse Restaurant  
 Seasonal Deck Canopy  
 530 Main Street

**WALL LEGEND**

- Existing Wall
- New Wall

1 LEVEL 2 - ENLARGED PLAN  
 1/2" = 1'-0"

ENLARGED PLAN

**AE-402**

SHEET OF

ISSUE DATE: 12.18.2015  
 OWNER PROJECT NO.:  
 CONTRACT NO.:  
 DRAWN BY: BM  
 CHECKED BY: CE  
 DESIGNED BY: BM  
 EWG PROJECT NO.: 2015.28.6  
 COPYRIGHT: Elliott Workgroup Architecture, LLC

| No. | Date | Description |
|-----|------|-------------|
|-----|------|-------------|

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 SEP 29 2016  
 PARK CITY  
 PLANNING DEPT.

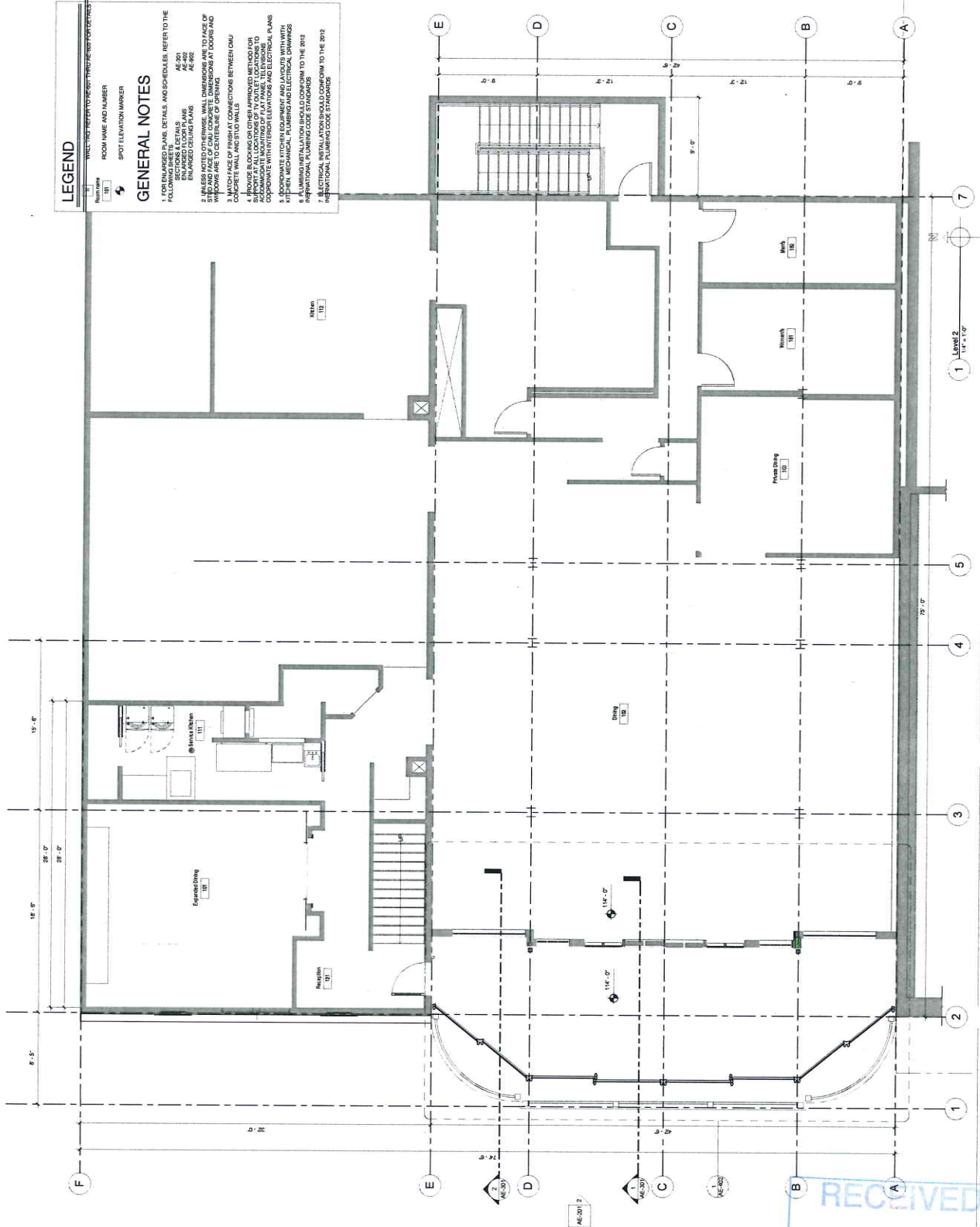


**LEGEND**

ROOM NAME AND NUMBER  
 SPOT ELEVATION MARKER

**GENERAL NOTES**

1. FOR ENLARGED PLANS, DETAILS AND SCHEDULES, REFER TO THE APPROPRIATE DRAWING SET.
2. UNLESS NOTED OTHERWISE, WALL DIMENSIONS ARE TO FACE OF WALLS AND CEILING DIMENSIONS ARE TO CENTERLINE OF OPENING.
3. MATCH FACE OF FINISH AT CONNECTIONS BETWEEN CMU, CONCRETE WALL AND STUD WALLS.
4. FINISH FLOOR SHALL BE 1/2" THICK POLISHED CONCRETE TO SUPPORT ALL LOCATIONS OF TV, OUTLET, LOCATION TO SUPPORT MECHANICAL EQUIPMENT AND LAYOUTS WITH KITCHEN, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
5. SCHEDULE KITCHEN EQUIPMENT AND LAYOUTS WITH KITCHEN, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
6. ALL MECHANICAL INSTALLATION SHALL CONFORM TO THE 2012 INTERNATIONAL MECHANICAL CODE.
7. ELECTRICAL INSTALLATION SHALL CONFORM TO THE 2012 INTERNATIONAL ELECTRICAL CODE STANDARDS.

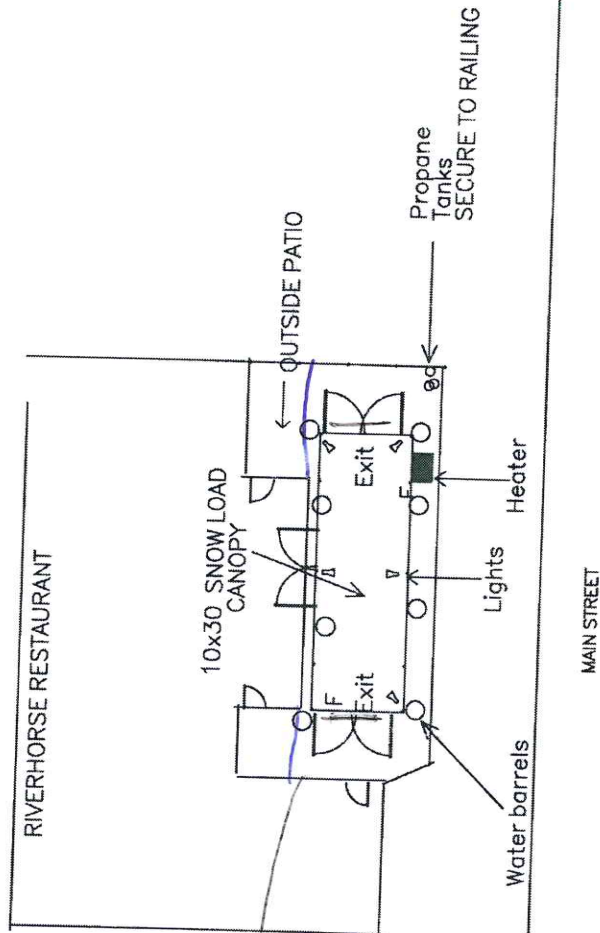


|                   |                                     |
|-------------------|-------------------------------------|
| ISSUE DATE:       | 12.15.2015                          |
| OWNER PROJECT NO: |                                     |
| CONTRACT NO:      |                                     |
| DRAWN BY:         | BVM                                 |
| CHECKED BY:       | CE                                  |
| DESIGNED BY:      | BVM                                 |
| EWG PROJECT NO:   | 2015.28.c                           |
| COPYRIGHT:        | Elliott Workgroup Architecture, LLC |
| SHEET TITLE       |                                     |
| FLOOR PLANS       |                                     |
| AE-102            |                                     |
| SHEET             | OF                                  |

**RECEIVED**  
 SEP 29 2016  
 PARK CITY  
 PLANNING DEPT.

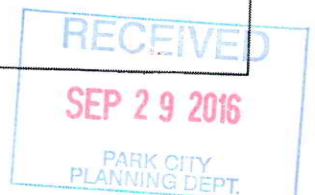


# RIVERHORSE RESTAURANT 2014 EVENTS



*Build  
high  
exact  
spec*

# RIVERHORSE Design



Planning Commission Meeting  
December 9, 2015  
Page 32

Chair Strachan asked if the Commissioners had concerns with the language in the proposed changes to the LMC. There were no concerns or changes. Chair Strachan noted that the language needed to be changed to reflect the new boundary lines.

Chair Strachan opened the public hearing.

Mike Sweeney had read through the document and he complimented Planner Whetstone on a fabulous job. He thought the wordsmithing was clear and concise and he did not have any issues with it. Mr. Sweeney stated that he always thought his property on the west side of Main Street was commercial, and it was built that way for a reason. They did not put commercial on the top of the plaza. They essentially donated property to the City in the sense of protecting the view corridor by never building on the deck. Mr. Sweeney wants it to remain as it exists today and he was comfortable with the Code changes.

Chair Strachan asked if Mr. Sweeney had an issue with the boundary line change. Mr. Sweeney answered no.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a positive recommendation to the City Council regarding LMC Amendments to Zoning Chapters 2.5, 2.6 and Chapter 15, according to the Findings of Fact and Conclusions of Law in the draft ordinance, and as amended to include 820, 875 and the Main Street side of 804 in the vertical zoning per the discussion this evening. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

**3. Land Management Code Amendments in Chapter 15-2.6-3(D) – Main Street Balcony Enclosures to allow Main Street restaurant owners to construct winter enclosures on balconies of non-historic buildings from November 15th – April 15th which will allow winter dining on those enclosed decks.**  
**(Application PL-15-02031)**

Planner Grahn reported that over the past year the Staff has been working with the City Council and the Historic Preservation Board to determine whether or not it was appropriate to enclose Main Street balconies over the winter months. All parties found that it was appropriate. Planner Grahn noted that the history of their discussions was outlined and documented with Exhibit in the Staff report. The intent is to create a pilot program to enclose the balconies with temporary but semi-permanent structures to replace white tents from November 15th through April 30th, and not to exceed 30 days. However, to do so requires an amendment to the Land Management Code.

Planner Grahm noted that the proposed changes were outlined on page 372 of the Staff report. The Staff requested that the Planning Commission review the changes and forward a positive recommendation to the City Council.

Commissioner Campbell asked if others besides Riverhorse were requesting this. Planner Grahm replied that it was only Riverhorse at this time. The balcony enclosure would have to be directly accessible to the restaurant space and; therefore, other than Riverhorse only Waso and 501 Main Street could currently meet that requirement.

Chair Strachan asked Planner Grahm to summarize the input from the HPB and the City Council. Planner Grahm stated that the first concern was whether or not it was appropriate on historic buildings, because removing and constructing the temporary structures creates a lot of wear and tear. Therefore, it was decided to limit it only to balconies that were on non-historic buildings. Planner Grahm reported that the HPB had mixed reactions, but the majority of the Board felt it was an improvement from the white tents that remain up all winter. The HPB was not concerned that the balcony enclosures would appear permanent and misleading to people viewing Main Street in the winter months. They also thought it would help enhance the level of customer service and the restaurant experience.

Commissioner Joyce understood that this was being proposed as a trial program. He noted that currently a CUP can be applied for to leave up a temporary structure for 180 days. He asked why the Staff was proposing a zoning change instead of the current CUP process. Planner Grahm replied that under the CUP process a structure could not be left up for 180 consecutive days. The applicant would come to the Planning Commission to have a tent approved for up to 14 days five times a year, or 70 days. She noted that exceptions have been made for some of the resorts to leave tents up for a longer period during the summer time for weddings, etc. Planner Grahm pointed out that the a balcony enclosures is different because it is attached to the building and not a freestanding tent.

Commissioner Joyce thought it was unusual to be making a zoning change for a trial. He thought a better approach would be to allow the same exception under the CUP that is made for wedding tents during the summer.

Assistant City Attorney McLean replied that the Code does not allow for balcony enclosures; therefore, it would not be allowed under the current CUP process. The only way for this temporary program to move forward is through a Code change.

Chair Strachan wanted to know if they would have to amend the Code again if they determine that the trial period is not successful. Ms. McLean explained that the City

Council could decide not to allow balcony enclosures in the right-of-way; or they could implement another Code change to reverse it.

Commissioner Worel questioned how the City Council could make that decision if it was allowed by Code. Ms. McLean understood that if someone applied for a balcony enclosure they would need an encroachment agreement. Planner Grahm explained that most of the balconies already encroach over the right-of-way and require an encroachment agreement. Some have an agreement and others do not. However, when people come in to make changes to their balcony, they are required to get an encroachment agreement if they do not already have one. Planner Grahm remarked that the City Council also has to review any changes to balconies regardless of whether it is a new balcony or a modification to an existing balcony. It also requires an HDDR by the Planning Department.

Planner Grahm explained that for the purpose of the pilot program, the process will be to do an Administrative CUP, which is consistent with the summer dining deck program. The CUP would run with the land but they would be required to apply for a building permit to construct it and to demolish it every year. It would involve two building permits. She pointed out that if someone came in with a request to enclose their balcony, they would get an encroachment agreement with the City at the same time.

Commissioner Thimm understood that an applicant would have to obtain CUP approval for the enclosure, put up the enclosure and take it down. He asked if the applicant would be covered under the same CUP to put it up again the next year. Planner Grahm replied that they would not have to reapply for the CUP but they would have to apply for new building permits. Chair Strachan asked about the encroachment agreement. Planner Grahm believed that the encroachment agreement also runs with the land. Ms. McLean explained that encroachment agreements are generally licenses which can be revoked at any time.

Commissioner Phillips asked if the CUP would expire with the trial period. Ms. McLean stated that the Staff could phrase it to have a sunset for the conditional use. Planner Grahm favored a sunset because they would want the opportunity to revoke balcony enclosures if it does not work out.

Commissioner Joyce asked if the Planning Department and the Historic Preservation Board were comfortable with enclosed balconies. Planner Grahm stated that the Planning Department was not in support. However, the HPB liked the idea because it was an improvement over white tents. The HPB supports it from the standpoint of aesthetics. Commissioner Joyce remarked that if white tents are the problem, he did not believe it made sense to fix the problem by allowing balcony enclosures. The City Council has put historic preservation as one of the top six priorities. There is a view walking down Main Street and they have tried to preserve that view. One balcony enclosure breaks the view

and changes everything. Commissioner Joyce remarked that everything he read about enclosing balconies states that they are not part of the historic look, they block off other buildings, and they should not be done. He referred to documents on page 413 of the Staff report showing that the Planning Department was opposed when this idea was previously presented. He pointed out that what was being presented this evening was the same exact plan. The only difference is that the City Council has now decided to try it.

Commissioner Joyce stated that if these things are not good because it hurts their historic image, making them temporary does not change anything. He believed that a permanent enclosure could be made to look more historic and fit in better than a plastic temporary enclosure. He pointed out that as proposed the balcony enclosures are only temporary, but they are allowed to be up during the four most important months in Park City. Those are the peak months with all the tourists. Commissioner Joyce noted that this proposal was being driven by one restaurant who fundamentally wants to accommodate 20 additional people for dinner. He thought it was counter to not only his view, but how the Planning Department viewed it and initially thought it should not be allowed. Commissioner Joyce was unsure at what point the City decided to give in to one constituent, because it was counter to everything the City has done to try to preserve the Main Street corridor.

Commissioner Phillips agreed with Commissioner Joyce, and added that it would also be an “energy hog”.

Commissioner Joyce was surprised when he read the minutes that the HPB was concerned about patrons being turned away from the restaurant during the peak season, and that was their logic for approving balcony enclosures. As a Board that is supposed to be preserving the historic character and mining heritage of Park City, he could not understand why the HPB would find this acceptable.

Planner Grahn stated that the Staff raised many of the same issues when they met with the Building Department. They also had concerns that it would look like the plexiglass tent on the Blue Plate Diner in Salt Lake. Planner Grahn remarked that the Planning Department has been working with Riverhorse and the enclosure will be glass and steel to blend in with the design of the buildings. Commissioner Joyce asked where there were other glass and steel buildings along Main Street. He questioned whether a glass and steel building would be approved under the current design guidelines. Planner Grahn clarified that if a balcony enclosure is requested it would have to compliment and be consistent with the design of the building. Since Riverhorse is already a steel and glass building, an enclosure would fit in better than if it was attached to a wood frame building.

Director Erickson clarified that the opinion of the HPB was that a balcony enclosure was aesthetically better than a white tent. He noted that it was an ongoing discussion with the

HPB and the City Council. Mr. Erickson suggested that the Planning Commission forward their opinion to the City Council to be considered when the Council makes the final decision. He noted that this was a difficult issue for the Planning Department because their mission is to preserve the street. Mr. Erickson pointed out the Staff's previous recommendation and he stood by the former Planning Director's recommendation. He emphasized that the Staff was following direction from the City Council to come up with a compromise for allowing enclosures.

Chair Strachan stated that he agreed with Commissioner Joyce substantively. However, he has never viewed his role on the Planning Commission to be looking at what is historic and what is not. He does not have the skill set or the knowledge to say one way or another whether a temporary structure fits with the form and feel of historic Main Street. Chair Strachan stated that from a planning perspective he did not believe balcony enclosures should be allowed. He was concerned that allowing one would open the door for many more.

Commissioner Joyce wanted to know why permanent balcony enclosures would not be allowed if temporary enclosures are allowed. If balcony enclosures are acceptable, why would they have to be removed in April. In his opinion it would be better to allow the owners to build a nice enclosure that fits in better, is insulated, and has good snow shed.

Director Erickson explained that the planning argument for taking down the enclosures is that during the summer the balconies would obscure the view of the other buildings and disrupt the rhythm and pace of the second floor. Mr. Erickson acknowledged that it could also be a reason for not allowing enclosures during the winter.

Chair Strachan thought it was a policy decision that the City Council would make. He did not believe it was an issue for the Planning Commission or a Code issue. He was not opposed to sending a recommendation to the City Council, recognizing that the Council decides what could occur on Main Street.

Commissioner Campbell asked if the Planning Commission could forward a neutral recommendation. Chair Strachan replied that it the vote had to be aye or nay or a continuation.

Chair Strachan opened the public hearing.

Seth Adams, representing the Riverhorse, clarified that the Riverhorse originally approached the idea for a permanent balcony enclosure; however, that was rejected because it is over City property and the City did not want something permanent in the right-of-way. That created the situation for a temporary enclosure for 180 days. Mr. Adams

noted that they do not have the capability for deck dining during the summer because they do not have a Main Street spot on the street. For that reason, they approached it as a winter time enclosure because they need it more in the winter. Mr. Adams noted that the enclosure would be built by a very reputable company. It was designed to be built as a permanent enclosure, but it was be redesigned to allow it to be put up and taken down. Mr. Adams remarked that it would be well-built and would not look cheap. His preference would be to leave it up 365 days, but since that was not an option he was willing to accept a temporary time period so they could prosper as a restaurant and accommodate larger crowds during the peak season.

Ruth Meintsma, a resident at 305 Woodside, focused on the energy issue related to the enclosures. She commented on an interview with Matt Abbott earlier that day where he spoke about the City's current effort towards zero carbon footprint. The City was also moving forward with sensitive issues such as outdoor fire pits and wood fireplaces. Ms. Meintsma did not believe the proposed balcony enclosures accomplish what the City is trying to accomplish. She had researched solariums and greenhouses, which was the closest she could find similar to what was being proposed, and they are very energy inefficient. Ms. Meintsma referred to language on page 5 of the Staff report which states, "A building permit will insure that the enclosure addresses energy efficiency". She thought that was vague and asked if standards or specific criteria would be adhered to. Page 6 of the Staff report under significant impacts states that there are no significant environmental impacts; however Ms. Meintsma did not believe they know at this point whether there would be environmental impacts. Ms. Meintsma referred to Exhibit 1 of the ordinance, and noted that the fourth Whereas states, "The City's goals include sustainability". This structure does not necessarily accomplish sustainability. The ninth Whereas states, "This amendment is consistent with the General Plan." Ms. Meintsma questioned whether it was consistent with the General Plan. She believed there were still a lot of unanswered questions that they could not know at this point. Ms. Meintsma referred to Item 10 which states that the design must address snow shedding. She pointed out that if the enclosure on the Riverhorse sheds at all it would shed on to the sidewalk. She thought aggressive snow melt should be included in the energy efficiency evaluation of the structure. Ms. Meintsma referred to number 19, materials, and thought it needed to go further than just materials that complement the existing structure. She suggested that the criteria should be a material that actually accomplishes a certain level of energy efficiency.

Mike Sweeney, stated that as a person sitting in the audience who has done a lot of permitting in front of the Planning Commission, he was offended by the outrage that Mr. Adams with the Riverhorse would build a "crappy" building. Mr. Sweeney did not believe that was fair.

Commissioner Joyce agreed and he apologized to Mr. Adams and Mr. Sweeney. Commissioner Joyce clarified that his frustration was more with the City not allowing a nice permanent structure that would meet normal development guidelines; and instead allowing one that must meet difficult requirements of being temporary and having the ability to be pulled apart and packed up. Commissioner Joyce stated that if Mr. Adams was allowed to build a permanent structure he was confident that he would build something that was nicer, solve more engineering problems, be better insulated to address energy concerns, and look better on the historic street. He acknowledged that he had used a poor choice of words.

Mr. Sweeney stated that with all the concerns about energy and everything else is involved for this type of structure, the Riverhorse was doing their best and using the best technology available. He understood that the Riverhorse is not the most energy efficient, and there are other buildings in the community that are less energy efficient than what the Riverhorse was trying to accomplish. Mr. Sweeney referred to Commissioner Joyce's comment about the historic district and whether or not it was acceptable to have balconies on Main Street. He stated that Main Street has had balconies since for as long as he could remember.

Commissioner Joyce stated that he was aware that balconies are allowed on Main Street and clarified that his comment related to enclosed balconies.

Mr. Sweeney remarked that if the real issue is enclosed balconies, he believed that in the 1800s people put up something to enclose their balconies to protect themselves.

Brian Markenan stated that he was an architect in town who was helping Mr. Adams move this request through the process. Mr. Markenan understood that energy was an issue for everyone. Since Mr. Adams would be paying for that energy, he was motivated to build and complement that building. Mr. Markenan pointed out that this was a pilot program to determine what will and will not work for the City and the Riverhorse. He remarked that snow shedding would be remedied. The enclosure will have a low pitch to avoid fast slides into the street. It would be held a foot and a half to two feet from the edge of the balcony so a lot of the snow will dump on the side. A lot of snow will melt off and they will be dealing with the runoff of the roof in a much different way than snow just sliding off. Mr. Markenan stated that they anticipate using cleats and snow bars to hold back much of the snow. He pointed out that it was not a cheap structure. It is an engineered metal and glass building with a polycarbonate top that will withstand snow loads. It is also built to IBC standards. Mr. Markenan stated that they have been working with the Building and Planning Departments and he felt they had come to a good place for this trial.

Commissioner Thimm asked if this type of structure would comply with the State Energy Code. Mr. Markenan was hesitant to say that it complies with the State Energy Code. He



pointed out that it is a stand-alone structure. Commissioner Thimm noted that the Code was a measuring stick in terms of sustainability that is required by the State. Mr. Markenán replied that it was lacking in terms of having an R-49 roof. He suggested the possibility of sliding in different panels in the future.

Chair Strachan closed the public hearing.

Commissioner Campbell did not believe the balcony enclosures would sweep all the way up Main Street, and he did not see it as a gigantic stain on the visual character of Main Street. Chair Strachan noted that some of the Commissioners differed in that opinion. He did not think there would be an abundance of enclosures but he felt certain that the number would increase if the pilot program is passed. Commissioner Campbell suggested crafting the language to limit the number. Commissioner Joyce asked how they could justify allowing it for one non-historic building to serve food and deny it for another person with a non-historic building who wants to enclose their balcony for storage or other uses. Commissioner Campbell thought it would be easy to make that distinction because the vibrancy a restaurant brings to the area benefits everyone. Chair Strachan thought it would put the Staff in a difficult position of saying yes to some and no to others based on vibrancy.

Planner Grahn noted that the City Council was only proposing the pilot program for restaurants. The program would have to be adjusted to expand it to retail, office space, private residences, etc.; and that would require going back to the HPB and the Planning Commission.

Commissioner Joyce remarked that at some level the City was making a judgment of whether or not to allow enclosed decks. Under the current constraints there was a possibility for three and only one was currently interested in doing it. However, once it is approved and the next person wants to enclose their balcony for a different entertainment use, it keeps growing and growing. He thought the decision the City Council should be making is whether or not enclosed balconies are okay. If the answer is yes, they should be allowed to be permanent and done well.

Commissioner Campbell suggested that if the pilot program runs for three years, after that time they could determine whether or not to allow permanent enclosures. He asked if Commissioner Joyce would be more comfortable with that approach. Commissioner Joyce clarified that he personally did not think enclosed balconies belong because they are not part of the Historic Design Guidelines. He thought the decision needed to be consistent. He could not justify saying it was fine for the five prime months but not for the rest of the year. If the City Council thinks enclosed balconies are fine, then they should be allowed all year long or not allowed at all.

Commissioner Phillips wanted to make sure that the CUP would have a sunset date. Assistant City Attorney McLean stated that they could make that recommendation as part of the motion.

MOTION: Commissioner Joyce moved to forward a Negative Recommendation to the City Council on the Main Street balcony enclosure amendments. Commissioner Worel seconded the motion.

VOTE: The motion passed 3-2. Commissioners Joyce, Thimm and Worel voted in favor of the motion. Commissioners Phillips and Campbell voted against the motion.

## **WORK SESSION**

The Planning Commission returned to work session for Annual Legal Training on the Public Meeting Act.

Assistant City Attorney McLean stated that the Open Meetings Act is primarily about the importance of transparency and openness in government so the constituents in the community understand that decisions are being made in the public and not behind closed doors.

Ms. McLean reminded the Commissioners to keep their disclosure forms updated with the City Recorder.

Ms. McLean clarified that "Open" means "in public". State Code requires the Planning Commission to follow the rules and requirements of the Open Public Meetings Act. She noted that the lesser Boards and Commissions follow the Act as well, including the Art Board.

Ms. McLean commented on what constitutes a meeting. For the Planning Commission, it is four members including the Chair. However, it was preferable to have more members than just a quorum making decisions. She thanked the Commissioners for their diligence in attending most meetings. Ms. McLean requested that they contact the Staff if they know they will not be attending to make sure they have a quorum. A meeting cannot be held without a quorum.

Chair Strachan asked the Commissioners to also let him know if they will not be attending; however, he preferred that they use his personal email because he does not check his



## City Council Staff Report

**Subject:** Temporary Winter Balcony Enclosures  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** Planning Department  
**Date:** November 13, 2014  
**Type of Item:** Work Session

### Summary Recommendations:

Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April). If City Council wishes to pursue a winter balcony enclosure program similar to the summer Street Dining on Main program, then City Council should provide direction to staff for moving forward.

### Topic/Description:

The Riverhorse on Main wishes to construct a temporary, seasonal enclosure on their balcony that would provide additional restaurant space during the winter months (November 1<sup>st</sup> through April 30<sup>th</sup>). They believe other restaurants on Main Street would also benefit by having the ability to enclose their balconies, and the Riverhorse has proposed that City Council develop a seasonal program similar to Street Dining on Main—the dining deck program.

### Background:

Riverhorse on Main submitted a Conditional Use Permit (CUP) application on September 13, 2013, to construct a “temporary” six (6) month structure that would enclose their balcony over the City right-of-way during the winter months. Staff found that though the structure would only be up during the winter months, the enclosure of balcony space over city-owned property detracted from the historic character of Main Street and would have recommended to the Planning Commission denial of a temporary structure that would be in place longer than fourteen (14) days and more than five (5) times per year. The applicant and staff agreed to defer the hearing before the Planning Commission in order to get direction from Council on this larger policy discussion.

On September 18, 2014, Seth Adams of the Riverhorse presented to City Council his concept for a winter balcony enclosure program (see Exhibit A for meeting minutes). The applicant requested that property owners be permitted to enter into a lease agreement with the City for the enclosure of balcony space above the City right-of-way (ROW). This program would be similar to Street Dining on Main's summer dining decks.

There are approximately twenty-one (21) balconies on Main Street that extend over the City ROW. Of these, seven (7) are constructed on historic buildings, but only one (1) balcony is historic (361 Main Street). Land Management Code (LMC) 15-2.6-3 requires

that no balcony projecting over City ROW may be erected, re-erected, located or relocated, enlarged, or structurally modified without first receiving approval from City Council. Finally, LMC 15-2.6-3(D) specifically states that “Balconies . . . may not be enclosed.”

Additionally, the LMC requires that the property owner submit a certificate of insurance or continuous bond protecting the owner and the City against all claims for personal injuries and/or property damage. Should the balcony encroach over the Public ROW, the owner is required to enter into an encroachment agreement with the City Engineer. Currently encroachment agreements exist for only two (2) balconies—255 and 530 Main Street. (City Engineer Matt Cassel has been diligent about obtaining encroachment agreements as they come up. It is unclear why they were not consistently attained in the past.)

Outdoor dining is a conditional use in the Historic Commercial Business (HCB) District for restaurants. Any outdoor dining must be approved through an Administrative Conditional Use Permit (Admin-CUP). Riverhorse and Wahso both have Admin-CUPs for their outdoor dining for summertime balcony dining. No other restaurants currently have approvals.

The following chart outlines the location, historic designation, and existence of Admin-CUPs for the existing balconies:

| Business Name:                         | Address:        | Use:                                | Historic Designation:                 | Admin CUP for Outdoor Dining |
|----------------------------------------|-----------------|-------------------------------------|---------------------------------------|------------------------------|
| TMI                                    | 255 Main St     | Multiple                            | Not Historic                          |                              |
| Red Banjo Pizza                        | 322 Main St     | Restaurant                          | Landmark                              | No                           |
| Berkshire Hathaway Home Services       | 354 Main St     | Real Estate                         | Significant                           | No                           |
| Burns Cowboy Shop                      | 361 Main St     | Retail                              | Landmark                              | No                           |
| Woodbury Jewelers                      | 421 Main St     | Retail                              | Not Historic                          | No                           |
| Flannagans                             | 438 Main St     | Restaurant                          | Landmark                              | No                           |
| Robert Kelly Home                      | 449 Main St     | Retail                              | Significant                           | No                           |
| 501 on Main                            | 501 Main St     | Restaurant                          | Not Historic                          | <i>Under review</i>          |
| The Expanding Heart                    | 505 Main St     | Retail                              | Not Historic                          | No                           |
| The Cunningham Building                | 537 Main St     | Office                              | Not Historic                          | No                           |
| River Horse                            | 530-540 Main St | Restaurant                          | Landmark (Balcony is on the addition) | Yes                          |
| Quicksilver                            | 570 Main St     | Retail                              | Not Historic                          | Yes                          |
| Wahso                                  | 577 Main St     | Restaurant                          | Not Historic                          | Yes                          |
| Gaucha/Above Condo                     | 591 Main St     | Retail/Residential                  | Significant                           | No                           |
| Destiny                                | 608 Main St     | Retail                              | Not Historic                          | No                           |
| Montgomery Life Fine Art               | 608 Main St     | Retail                              | Not Historic                          | No                           |
| Condos                                 | 613 Main St     | Residential (2 <sup>nd</sup> level) | Not Historic                          | No                           |
| Condos                                 | 614 Main St     | Residential (2 <sup>nd</sup> level) | Not Historic                          | No                           |
| Summit Sotherby's International Realty | 625 Main St     | Residential/Realty                  | Not Historic                          | No                           |

|                        |              |                        |              |    |
|------------------------|--------------|------------------------|--------------|----|
| Bahnof Sport           | 639 Main St. | Retail                 | Not Historic | No |
| Town Lift Condominiums | 693 Main St  | Commercial/Residential | Not Historic | No |
| Caledonian Hotel       | 751 Main St  | Commercial             | Not Historic | No |

### Analysis:

#### *Design Guidelines for Historic Districts and Historic Sites*

Staff does not believe that these seasonal enclosures of balconies over Main Street complies with the *Design Guidelines for Historic Sites and Structures* and conflicts with our goals for historic preservation.

Planning Staff's professional opinion is that the enclosure of the balconies detracts from the historic "western" appearance of our Mining Era Main Street. The appearance of balconies over the sidewalks adds appeal and interest to the rhythm and patterning of the Main Street historic district. These enclosures would change the massing of the structure and create the perception of the second floor extending beyond the plane of the façade and over the City right-of-way. By extending beyond the front plane of the façade, these seasonal balcony enclosures would also be blocking the views of neighboring historic buildings when looking up Main Street. Park City's Main Street is characterized by in-line facades with limited breaks in their massing. Staff finds that building over the balconies would break the well-articulated street wall along the sidewalk and will greatly disrupt the continuity of the street wall.



**Scenario 1.** The balcony projects over Main Street adding interest to the street wall overall, but the balcony is also transparent and does not impede the view of the neighboring historic buildings.



**Scenario 2.** The seasonal enclosure extends over the city right-of-way. On the second level, the enclosure disrupts the continuity of the street wall and blocks the view of the Park City Museum.

These balcony enclosures also threaten the historic integrity of historic commercial buildings. Staff finds that the proposed enclosures do not meet the *Design Guidelines for Historic Sites*. The construction of the enclosures would require the enclosure to be constructed atop historic exterior materials. Depending on the materials and the

connection, this construction could severely impact and damage the historic materials, components, finishes, and examples of craftsmanship.

Staff also finds that the proposed balcony enclosures will visually modify or alter the original building design. The majority of historic buildings with existing balconies already have second-level doors accessing the balcony; however, these doors are not original to the building. Flannigan's at 435 Main Street, for instance, would not be permitted to add a new door to access their balcony.

As will be discussed further in the next section, the Building Department will require the temporary enclosures to be constructed as permanent structures. Not only will this cause substantial damage to the historic building materials, but it will also require extensive restoration work to patch any damage made while connecting the new enclosure to the historic building. This may threaten the historic integrity of the building.

Should City Council wish to pursue the seasonal enclosures, staff would need to revise the Design Guidelines; however, staff believes that these seasonal enclosures conflict with our goals to preserve the historic character of Main Street. Should staff deny an individual application for a balcony enclosure HDDR because it does not meet the Design Guidelines, the applicant could appeal staff's determination to the Historic Preservation Board (HPB).

#### *Land Management Code & International Building Code*

The Land Management Code (LMC) was revised to address the duration of temporary structures in 2009. At that time, there were several temporary structures located on hotel properties in town that had been approved as temporary structures, but were left standing in virtual perpetuity. To ensure this trend would not continue, new duration parameters were adopted in 2009.

The LMC defines a temporary improvement as a structure built or installed, and maintained during the construction of a development, or during a special event or activity and then removed prior to release of the performance guarantee. Staff finds that the proposed balcony enclosures meet the definition of a temporary improvement, BUT extend beyond the duration of construction activity or a special event or activity as currently allowed by code. The winter season is not a special event.

The LMC stipulates that:

- All temporary structures greater than 200 square feet in floor area must submit structural calculations, wind load information, fire ratings, etc.
- A building permit is required for temporary structures greater than 200 square feet in area, or as determined by the Chief Building Official upon review of size, materials, location, weather, and proposed use.
- Temporary structures, such as tents, in no case may be installed for a duration longer than 14 days and for more than five (5) times per year on the same property or site, unless a longer duration or greater frequency is approved by the

Planning Commission consistent with the Conditional Use Criteria or as approved by City Council as part of a Master Festival.

\*There have been instances where a temporary structure has been approved to stay up for greater than 14 days. Most recently, in 2013, the Planning Commission approved a Conditional Use Permit (CUP) at the Montage to allow for the construction of temporary structures for up to 15 times per year of which 4 structures would be allowed for a maximum of 60 days due to the high frequency of weddings and outdoor parties. The yurt at Park City Hotel was approved in 2007 for an extended duration for the benefit it provide to cross-country skiers, and the tent at the Yarrow Hotel was also approved to for up to twice (2) per year and a maximum of 180 days (i.e. the tent could be up 180 days consecutively, up to two (2) times per year)

The intent of this provision in the code was to allow events to run together if necessary, but each 14 day period would count toward the total allowed amount of five (5) times per year, or 70 days total. This limits temporary structures, such as tents, from standing indefinitely by allowing them to stand for only 70 days per year. The Planning Commission, however, may approve a longer duration or greater frequency through a Conditional Use Permit (CUP).

Permits have been issued in the past to permit temporary tent structures in order to allow restaurants additional tempered space on its balcony and permit wintertime use during special events, such as Sundance. During these special events and Master Festivals, tents have been approved through Administrative Conditional Use Permits (Admin-CUP). Tents are typically held in place on the balcony by water ballasts, heated by propane, and lit internally to meet the International Building Code (IBC). The duration of the tent has not exceeded fourteen (14) days.

Riverhorse hopes to imitate the success of their tent's use during special events by constructing a temporary 180-day enclosure on the balcony from approximately November 1<sup>st</sup> through April 30<sup>th</sup> that would promote winter-time use. The temporary enclosure would add approximately 350 square feet of restaurant space on the balcony and seat approximately twenty (20) patrons, or about five (5) tables of four (4). Given the duration of the proposed enclosure (180 days), staff finds that such a structure would be a permanent fixture during the winter season and should comply with the Historic District Design Guidelines.

As previously noted, LMC 15-2.6-3 (D) specifies that Balconies may not be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of City Council. It goes on to specify that "Balconies...may not be enclosed." Staff finds that this proposal is in direct opposition to the current LMC. The LMC does not make exception for temporary, seasonal structures. The LMC would need to be amended in order to allow for balcony enclosures.



### International Building Code

The International Building Code (IBC) defines temporary as less than 180 days. In reviewing the Riverhorse's proposal, the Building Department found the following requirements will impact temporary winter balcony enclosures:

- Fire sprinklers
- Exits within fifty feet (50')
- Lighting and ventilation
- Engineering for live loads, wind, roof capacity
- Fire separation on windows and roofing
- Snow shedding on public right-of-way (Main Street)
- Energy efficiency

Any temporary structure greater than 200 square feet in area would require a building permit. The balcony enclosure would have to be constructed as a permanent structure in order to meet the International Building Code, making it difficult and costly to construct and take down seasonally.

### Other Concerns

In meeting with our Development Review Committee—comprised of the Building, Engineering, Public Works, Water, Legal, Snyderville Water Reclamation District (SBWRD), Fire District, and Sustainability Departments—the group identified other potential issues such as:

- Increased use of sewer and water
- Parking demands generated by additional tables within enclosures
- Increased strain on city resources for reviewing and monitoring enclosures
- Encroachment agreements for construction over city right-of-way
- Insurance and liability

### Developing a program similar to summer dining decks

Riverhorse has suggested that the winter balcony enclosures could be approved through a program similar Summer Dining on Main. Overall, staff is not in support of the balcony enclosures; however, if City Council wished to pursue the balcony enclosures, staff has compared and contrasted the two programs and has found:

- The Summer Dining on Main program was developed to promote street activity and outdoor dining on Main Street. Though the dining decks are not subject to a complete Historic District Design Review application, the Design Guidelines are applicable to the project. The dining decks are required to complement the style of the existing building with which they are associated.
- Similar to the dining deck program which operates six (6) months from May through October, the proposed winter balcony enclosure program could operate approximately six (6) months from November through April.



- Currently, the dining deck program charges \$550 per parking space of 20 feet. This was calculated based upon the loss amount of funds generated by the parking space during the summer season. Staff finds that it would be appropriate to request a rental rate similar to that of commercial square footage as the seasonal enclosure would expand the gross floor area of the commercial space. This is roughly \$42-\$60 per square foot annually, before Common Area Maintenance (CAM) fees. (This equates to approximately \$3.50 to \$5 per square foot monthly, before CAM fees.) Using the Riverhorse as an example, the rental income generated for the City would be approximately \$1,225 to \$1,750 per month for a balcony enclosure that is roughly 350 square feet in area.
- Currently, the dining decks are only permitted to those restaurants that serve lunch and dinner seven (7) days a week as long as the structure exists in the right-of-way (ROW). This promotes activity on the street. Staff finds that the balcony enclosures do not promote street activity and thus, there would be no need to limit the enclosures to only restaurants or to only businesses that are open seven (7) days per week.
- The Dining Deck Program requires the City to give a minimum of 72 hour notice to dining deck owners so that the decks may be removed to allow for street improvements. Staff finds that it is unlikely that any street improvements would be occurring during the winter months; however, in case of such an instance, it may be difficult to remove the balcony enclosure on such short notice if it is constructed as a “temporary” permanent feature. Such a provision could be part of the standard contract language.
- The code does not allow any improvements or permanent alterations to be made to City property without City Council consent. Staff finds that many of the existing balconies would need to be restructured in order to carry the load of a seasonal balcony enclosure. This would require City Council review and consent.
- No signs are permitted on the dining decks, except as approved by the Planning Department. Staff finds that no existing signs would be obstructed by the balcony enclosures; however, any new signs would be approved through a Sign Permit.
- Insurance is required for the dining decks, and the LMC stipulates that property owners insure their balconies. The enclosures would also require insurance.
- Snow shed issues onto sidewalk or parking areas on Main Street must be resolved prior to construction and approved by the Chief Building Official.
- The Design Guidelines and the Land Management Code will need to be amended in order to allow for the temporary, seasonal enclosure of the balconies.

In summary, staff has created a following chart to document the pros and cons of such a wintertime program:

| Pros:                                                                                                                                                                                                                                                                                        | Cons:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Rental income generated by balconies up to \$3.50-\$5.00 per square foot per month.</li> <li>• Expansion of Main Street businesses during peak occupancy during the winter</li> <li>• Extended use of balconies during the winter season</li> </ul> | <ul style="list-style-type: none"> <li>• Does not comply with the Design Guidelines for New Construction as the new enclosures will disrupt the rhythm and patterning of the street wall.</li> <li>• Does not comply with the Design Guidelines for Historic Sites as the construction of the enclosure will likely damage historic, exterior building materials</li> <li>• It will be difficult to design an aesthetically-pleasing enclosure that meets the International Building Code's requirements for fire safety, live loads, etc.</li> <li>• Snow shed issues will have to be addressed to avoid shedding onto sidewalks and parking areas.</li> <li>• Increased use of sewer and water</li> <li>• Increased parking demands</li> <li>• Increased strain on city resources and staff time for reviewing and monitoring the enclosures</li> <li>• The Design Guidelines and Land Management Code would need to be amended to allow for balcony enclosures.</li> </ul> |

### Significant Impacts:

Staff finds that the enclosure of the balconies during the winter months would have a significant impact on the historic integrity of Main Street. In addition to opposing the enclosures due to aesthetic values, staff finds that the enclosures would require

additional inspections by the Building Department, cause greater water demands, and etc.

|                                                                           | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                                                                                                                                                | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                                                                                                                                                                     | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                                                                                                                                                                                                                                                    | Responsive, Cutting-Edge & Effective Government                                                                                        |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?               | <ul style="list-style-type: none"> <li>~ Varied and extensive event offerings</li> <li>+ Accessibility during peak seasonal times</li> <li>~ Multi-seasonal destination for recreational opportunities</li> </ul> | <ul style="list-style-type: none"> <li>- Effective water conservation program</li> <li>- Reduced municipal, business and community carbon footprints</li> <li>- Enhanced conservation efforts for new and rehabilitated buildings</li> </ul> | <ul style="list-style-type: none"> <li>- Preserved and celebrated history; protected National Historic District</li> <li>~ Cluster development while preserving open space</li> <li>~ Shared use of Main Street by locals and visitors</li> <li>~ Community gathering spaces and places</li> <li>- Primarily locally owned businesses</li> </ul> | <ul style="list-style-type: none"> <li>~ Fiscally and legally sound</li> <li>~ Streamlined and flexible operating processes</li> </ul> |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact) | Neutral<br>                                                                                                                      | Negative<br>                                                                                                                                                | Neutral<br>                                                                                                                                                                                                                                                   | Neutral<br>                                         |
| Comments:                                                                 |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                        |

### Consequences of not taking the recommended action:

Should City Council find that they would like to pursue this topic further, staff recommends that they receive input from the Historic Preservation Board (HPB) regarding compliance with the Design Guidelines. If the HPB supported the enclosures, staff would then return to City Council with a proposed lease agreement and policy for the program as well as a summary of the HPB's comments.

### Recommendation:

Staff recommends that City Council support staff's decision that the seasonal enclosure of balconies above Main Street is not appropriate for our historic Main Street given the health and safety issues, demands on staff time, as well as the look and feel of our commercial core.



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Park City Municipal Corporation (PCMC) entered into their current city service contract with the KAC in 2007. That contract allowed for one, automatic five year renewal which was executed in 2012. The contract expired after the 2016 event in August. KAC has expressed a desire for a new contract. City staff has been meeting with representatives from the KAC to better understand the needs of the festival and are coming to City Council to present the proposed new long term contract. The overall goals of this contract are ensure that the terms of this agreement meets the funding requirements of the city and State, an annual economic impact study, an annual review of the event's supplemental plan, and performance measures that focus on some of the critical priorities of City Council.

**Respectfully:**

Jason Glidden, Economic Development Program Manager



## City Council Staff Report

**Subject:** Kimball Art Center – City Service Contract  
**Author:** Jason Glidden  
**Department:** Sustainability – Economic Development  
**Date:** November 3, 2016  
**Type of Item:** Administrative

### **Summary Recommendations:**

Staff recommends that City Council approve the new City Service Contract with the Kimball Art Center (KAC) as approved by the City Attorney.

### **Executive Summary:**

Park City Municipal Corporation (PCMC) entered into their current city service contract with the KAC in 2007. That contract allowed for one, automatic five year renewal which was executed in 2012. The contract expired after the 2016 event in August. KAC has expressed a desire for a new contract. City staff has been meeting with representatives from the KAC to better understand the needs of the festival and are coming to City Council to present the proposed new long term contract. The overall goals of this contract balance KAC's desired event operation with the funding requirements of the city and State, an annual economic impact study, an annual review of the event's supplemental plan, and performance measures that focus on some of the critical priorities of City Council.

### **Acronyms in this Report:**

KAC – Kimball Art Center  
LOI – Letter of Intent  
PCMC – Park City Municipal Corporation

### **Background:**

#### Kimball Art Center – Arts Festival

The Park City Kimball Arts Festival serves as the primary fundraiser for the Kimball Art Center each year and is a major event that helps maintain Park City's reputation throughout the Western State's as a destination for arts and culture. Over the last 47 years, proceeds from the Festival enable the Kimball Art Center to provide, free of charge, year around art exhibitions, gallery tours, monthly "Art Talks" and to offer art education outreach to teachers, students, and others throughout our community.

#### Overall Fundraising Distribution:

Net Total Income fundraising dollars from the festival are distributed to support education and exhibition programs within Park City and Summit County, and are detailed below.

##### i. Education

1. EVA (Elementary Visual Arts): \$15,000. Arts Festival fundraising supports up to 25%;

2. A.R.T.S. Tours (Academic Resources for Teachers and Students): \$20,000. Festival fundraising supports up to 40% of program;
3. YAA (Young Artists' Academy): \$15,000. Festival fundraising supports 100% of program;
4. National Ability Center Programming: Over \$10,000. Festival fundraising supports 100% of program;
5. ARToberFest Community Event: \$5,000. Festival fundraising supports 100% of program;
6. Off the ChART Art Program: Festival fundraising supports 100% of program.

ii. Exhibitions

1. \$90,000: Festival fundraising support pays for over 50% of the expenses to host free gallery exhibitions at the Kimball Art Center.

City Service Contracts

The City has used City Service Contracts as a tool for managing large events that have both economic and cultural value to the City. These contracts outline the agreement between the event organizer and the City and provide clear scope of service for each party, including:

- City services to be provided to the event and the costs of those services;
- Lease terms of City facilities or property;
- Financial assistance to be provided to the event from the City;
- Locked in event dates over a long period;
- Performance measures that the event must maintain;
- Economic impact studies for the event; and
- Any exchange of cash or monetary contributions.

2007 City Service Contract

The City entered into a City Service Contract with the Kimball Art Center in 2007. The agreement was a five year agreement that contained an automatic five year renewal which was executed in 2011. The terms of the agreement included:

- 67 Hours per day for police services;
- 73 hours per day for extended transit services;
- Additional trash can placement on Main Street;
- Pressure washing sidewalks and streets post events;
- Installation of street banners on the City's light standards for the festival;
- Enhanced Main Street bathroom cleanings; and
- Two (2) electronic signs for the duration of the festival.

On [December 3, 2015 \(page 228 of packet\)](#), City Council approved an addendum to the City Service contract that provided clarity on the terms related to the partnership between the KAC and the City for the 2016 Art Festival, specifically in response to a conflict between the scheduled dates for the Arts Fest and the Tour of Utah. The addendum contained the following terms:

**MITIGATION PAYMENT.** As a community partner and in an effort to offer a broad event offering to the Park City community, the KAC agreed to shift the dates of the 47<sup>th</sup> Annual Kimball Art Festival to August 12-14, 2016. To assist in mitigating the negative impacts caused by this date change, the City and the Park City Chamber agreed to pay a total of seventy five thousand dollars (\$75,000) to the KAC.

**CITY SERVICES.** The term of the Original Agreement was extended to allow for additional city services for the 2016 festival. The City covered the costs of these additional city services beyond the terms of the contract at no cost to the KAC.

**CASH PAYMENT TO KIMBALL ART CENTER.** The KAC did not invoice the City for payment for the Friday Free Local Night (\$10,000) and the extended security costs (\$5,000).

**FUTURE ART FESTIVAL DATES.** The City and the KAC agreed to work on a new long term City Service Contract that will reserve the following dates for future festival dates;

- i. August 4-6, 2017
- ii. August 3-5, 2018
- iii. August 2-4, 2019
- iv. July 31 – August 2, 2020
- v. August 6-8, 2021

### Economic Impact:

The KAC has been required to perform an economic impact study for the festival annually. Below represents the estimated impacts from when the contract was first negotiated in 2006 along with the past three years according to the third party consultant contracted to perform the analysis.

|                              |                                      |
|------------------------------|--------------------------------------|
| 2006: \$6,376,918 statewide  | (since current contract was created) |
| 2006 Utah State Taxes:       | \$203,408                            |
| Park City:                   | \$111,596                            |
| Summit County:               | \$59,928                             |
| 2014: \$14,945,526 statewide |                                      |
| 2014 Utah State Taxes:       | \$473,705                            |
| Park City:                   | \$283,965                            |
| Summit County:               | \$115,013                            |
| 2015: \$28,468,441 statewide |                                      |
| 2015 Utah State Taxes:       | \$956,333                            |
| Park City:                   | \$540,900                            |
| Summit County:               | \$273,090                            |
| 2016: \$19,788,171 statewide |                                      |
| 2016 Utah State Taxes        | \$685,853                            |
| Park City:                   | \$375,975                            |
| Summit County:               | \$210,937                            |

### **Analysis:**

#### Proposed New City Service Contract

Staff has worked with representatives from the KAC to negotiate a new five year City Service Contract (Exhibit A). The proposed terms of the contract are:

#### **1. Term**

- a. November 2, 2016 – November 31, 2021
- b. Agreement will not automatically renew for additional five-year term.

#### **2. Future Festival Dates**

- a. PCMC guarantees that the future dates of the Park City Kimball Arts Festival, as incorporated in the previous LOI, shall be:
  - i. August 4-6, 2017 (48<sup>th</sup> annual)
  - ii. August 3-5, 2018 (49<sup>th</sup> annual)
  - iii. August 2-4, 2019 (50<sup>th</sup> annual)
  - iv. July 31-August 2, 2020 (51<sup>st</sup> annual)
  - v. August 6-8, 2021 (52<sup>nd</sup> annual)

#### **3. City Services**

- a. KAC agrees to:
  - i. KAC will pay \$10,000 flat fee annually to PCMC, with no additional cash payment from PCMC to KAC for Friday Night Free Locals Night;



- ii. KAC to re-brand Friday Night Free Locals Night as a partnership with PCMC.
- b. PCMC agrees to:
  - i. Provide the following City Services:
    1. Police and public safety/traffic/security mitigation
    2. Public works
    3. Enhanced transportation
    4. Additional trash can placement along Main Street
    5. Pressure washing/sweeping of street and sidewalks
    6. Installation of street banners
    7. Enhanced Main Street restroom cleaning
    8. (2) electronic VMS signs

#### **4. Use Areas**

- a. Utilize all “Use Areas” in existing contract that are owned by PCMC, with KAC getting first right of refusal on all City-owned property in Main Street area if the property is proposed for sub-leasing to a third party [does not apply to municipal uses].

#### **5. Recommendation on approval of other special events**

- a. KAC will be informed of any events that may potentially impact the Arts Festival before any official special events approval. The KAC would be able to provide any recommendations to City staff and City Council in advance of any event approval.

#### **6. Annual Council Check Ins**

- a. Approval of a supplemental plan & review of specific operational plan by first week in July.
- b. Debrief of Art Festival by November 1<sup>st</sup> of each year to ensure that the Arts Festival is being operated consistently with service contract and Council goals.
- c. Arts Festival will make available Profit & Loss statements to City Hall upon request.
- d. KAC will be required to produce an Economic Impact study on the festival to the local economy.

#### **7. Performance Measures**

In an effort to further City Council’s critical priorities, KAC will be required to meet the following performance measures on an annual basis once baselines are set during the 2017 Arts Festival.

- a. Attendance – average attendance targets shall be established and verified annually by staff and KAC.
- b. Traffic impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. Track alternative forms of transportation to the event as an absolute number and a percentage of event attendees. Provide plan to lessen vehicle impacts by 10% annually.

- c. Reduced impacts to local business — KAC shall present a variety of promotional opportunities for local businesses and HPCA members to participate in. KAC will summarize efforts and participation in a report to KAC at the annual review.
- d. Community support – KAC shall report at the annual review, the year-round efforts to support the community at-large, non-profits and Park City youth art programs.
- e. Environmental impacts — KAC will work on reduction of the Arts Festival's carbon footprint and include:
  - Identify position that will be in charge of managing waste for day-of contact and support.
  - Track waste diversion rate for trash, recycling, and compost. Provide plan to increase diversion rate 15% annually.
  - Recycling is required for all event areas. All trash cans must also have recycling container.
  - Create a plan to make all as many of the event materials (banners, signage, brochures, etc.) as possible are reusable or recyclable.
  - Eliminate single use plastic bags (KAC to recommend recyclable bags/packaging for all artists and vendors) and Styrofoam.
  - Enforce No idling policy for vendors, staff, and attendees. Include contact person who will oversee this enforcement.

#### Current City Services

The costs associated with City services for this event have risen considerably since the negotiations of the first agreement. The original total cost of City services to be provided to the festival in 2004 was \$35,630.30 (this does not include the \$15,000 cash payment). This cost has risen to more than \$150,000. The reason for the increased costs is due to the required additional city service in the area of public safety, transportation, parking, and transit to mitigate the impacts of this event.

#### Transit Costs

The KAC and the City have worked to provide an increased level of service by enhancing the transportation system to better accommodate the growth in attendance. This includes additional bus stops on Swede Alley, as well as increasing the frequency of current bus routes. These costs will continue to grow and expand.

#### Public Safety

Due to the road closures, growth in attendance, and the duration of the festival, this event requires a large amount of public safety resources. The majority of the resources come from outside Park City jurisdiction. This drives public safety costs higher and makes it the largest portion of City services waived in the agreement. Special Events and Public Safety have worked with the KAC to find a balance between public safety costs

and level of service provided during the festival. Public Safety believes that we have not only trimmed resources as far as we can without opening up the event to possible major security issues, but with the increase threat to Homeland Security, believes that more resources will be necessary for this event in the future. The KAC is also working with their contracted security company to evaluate the level of hired security during the festival to ensure that the event footprint is monitored on a 24 hour basis.

## **Alternatives for City Council to Consider**

### **1. Recommended Alternative:**

- Staff recommends Council approve a City Service Contract with KAC based on the following terms:
  - 5 year contract with no auto-renewal
  - KAC pays \$10,000 flat fee to the City for City Services
  - PCMC covers the remaining costs of City Services estimated at \$160,000 for 2017 (costs in the subsequent four years are expected to increase).
  - PCMC will not make any cash payment to KAC.
  - KAC will still offer the Friday Locals Night and list PCMC as presenting sponsor.
  - KAC will have first right of refusal on any City owned property during the dates of the festival.
  - KAC will have the right to make a recommendation on the impacts any other event proposed to take place during the festival prior to the approval of that event.

#### Pros

- a. Provides KAC and PCMC with long term contract security that ensures the event will stay in Park City and on Main Street for the next three years.
- b. Removes any cash payment to be made from the City.
- c. Retains locals' night and expansive branding and marketing opportunities that complement other City goals in terms of parking and reducing use of single occupant vehicle traffic.

#### Cons

- a. Puts the majority of the cost of mitigating impacts due to traffic, parking and Public Safety onto the city, which are likely to continue to increase
- b. Does not necessarily address the community's perception of "event fatigue"

### **2. Alternative: Reduce Scope and/or Size and/or seek greater financial participation from KAC – Council could choose to reduce the scope and size of the event through**

- Number of festival days
- Hour of operation
- Site map of the festival

#### Pros

- a. This option would reduce "event fatigue" in the community, though staff has not determined that the KAC is one of the events the community wishes to be reduced in scope

- b. Would reduce the amount of City Services required for the event and the financial impacts.

Cons

- a. Reducing the scope and/or size of the festival would have significant financial implications to KAC, thus reducing the various community offerings that are supported by the KAC
- b. KAC may choose not to enter into the contract and look to move the festival off Main Street, thereby harming our arts and culture reputation in the West and beyond

**4. Denial Alternative**

City Council could choose to deny staff's recommendation.

Cons

- a. Staff would lack direction on best negotiations terms with KAC.
- b. Delays KAC in the planning of the 2017 festival.
- c. Could cause financial hardship on the festival.

**Department Review:**

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

**Funding Source:**

The General Fund would cover costs associated with the City services provided during the 2016 Kimball Art Festival.

**Consequences of not taking the recommended action:**

City Council could not approve the new City Service Contract with the Kimball Art Center. This would leave the Kimball Art Center without a contract and create uncertainty for the future location of the event. It will also delay the call for artist for the 2017 Arts Festival.

**Recommendation:**

Staff recommends that City Council approve the new City Service Contract with the Kimball Art Center as approved by the City Attorney.

**EXHIBITS**

Exhibit A – Draft Kimball Art Festival City Service Contract

Exhibit B – 2016 Kimball Art Center – Arts Festival Recap



## 2016 PARK CITY KIMBALL ARTS FESTIVAL RECAP 47<sup>TH</sup> ANNUAL | AUGUST 12-14, 2016

### 2016 OVERALL SUMMARY

Kimball Art Center moved its annual date (first weekend in August) at the request of PCMC in order to allow them to host the Tour of Utah on Main Street. This shift was forecasted and led to decreases in many key metrics, especially relative to economic impact, attendance, artists and vendors. Below is a snapshot specifically related to the impacts felt around the date shift, confusion in the marketplace and direct competition from other festivals held on our dates. The Detailed Summary shows a more comprehensive recap around the entire Festival.

- **Economic Impact\***
  - \$19,788,171 (down 31% from \$28,468,441 in 2015)
- **Attendance**
  - 48,482 total visitors (down 14% from 56,522 in 2015)
  - 30,621 total paid visitors (down 7% v. 2015)
    - Friday night was up 29%
    - Saturday was down 17%
    - Sunday was down 16% (highly notable considering that Sunday in 2015 was shortened due to weather)
  - 3,728 Friday Night Free Locals (up 33% v. 2015)
- **Artists**
  - Call for Artists went live on December 7, five weeks after our annual November 1 date, causing a reduced application window
  - 913 applications submitted (down 8% from 990 in 2015)
  - 38 of the original 200 invited artists declined (up 58% v. 2015 and highest ratio ever)
    - 8 went to Sun Valley Art Festival (on our dates in 2016)
    - 2 went to Craft Lake City (on our dates in 2016)
  - 16 artists withdrew invitations (300% increase v. 2015)
  - 11 Waitlist artists went to Sun Valley Art Festival as well
  - 229 total accepted artists
    - This was up 4% over 2015 and highest ever, however we had to invite 283 artists to net out with 229 in total (most invitations ever)
  - 33% of artists surveyed after the Festival mentioned that the date shift impacted them due to direct competition with other festivals they typically participate in
  - Many artists felt they were impacted with sales on Friday night due to sunset being earlier (too dark)
- **Vendors**
  - Annual participants like Java Cow and Rocky Mountain Chocolate were unable to join us this year due to previous commitments over 2016 weekend

\*Source: 2016 Lighthouse Research, Park City Kimball Arts Festival survey. Completion of 400 personal interviews, of the approximately 48,482 persons attending the Park City Kimball Arts Festival, provides a statistical confidence level of 95% with a  $\pm 4.88\%$  margin of error.

## 2016 DETAILED SUMMARY

- **Friday, August 12 – Sunday, August 14, 2016**
  - Friday: 5:00 p.m. – 9:00 p.m. (Friday Free Locals Night)
  - Saturday: 9:00 a.m. – 7:00 p.m.
  - Sunday: 9:00 a.m. – 6:00 p.m.
- **Economic Impact**
  - **Total Economic Impact: \$19,788,171** (down 31% from \$28,468,441 in 2015)
  - **Utah State Taxes: \$685,853** (down from \$956,333 in 2015)
    - Park City: \$375,975
    - Summit County: \$210,937
  - **Total Attendee Spending by Type:**
    - Hotels: \$3,568,423
    - Restaurants: \$3,462,568
    - Retail: \$3,433,900
    - Arts Festival: \$8,434,298
    - Other: \$888,982
  - **Total Combined Artist and Vendor Sales**
    - \$1,138,174 in Total Sales
    - \$90,484 in UT Sales Tax
- **Attendance and Ticket Analysis**
  - **Total Attendance:** 48,482 visitors (down 14% from 56,522 v. 2015)
  - **Total Friday Locals Night Attendees:** 3,728 (up 33% v. 2015)
  - **Total Paid Ticket Attendees:** 30,621 (down 7% v. 2015)
    - Friday: 9,141 (up 29% v. 2015)
      - Adults: 6,408
      - Kids: 2,733
    - Saturday: 15,224 (down 17% v. 2015)
      - Adults: 13,484
      - Kids: 1,740
    - Sunday: 6,256 (down 16% v. 2015\*\*)
      - Adults: 5,581
      - Kids: 675
  - **Total Paid Ticket Units**
    - 16,915 (down 11% from 2015)
  - **Other Comps**
    - 14,133 (VIP, Volunteers, Media, Staff, Comps, Main St. Employees)

\*\*Festival closed early on Sunday in 2015 due to weather.

- **Visitor Data**

- **Gender**

- 52% male; 48% female

- **Age**

- Under 18: 1%
    - 19-30: 12%
    - 31-45: 18%
    - 46-60: 33%
    - 61-70: 26%
    - Over 70: 10%

- **Education Level**

- Less than high school: 1%
    - High school degree: 7%
    - Some college/technical school: 17%
    - Associate degree: 6%
    - College graduate: 42% (up from 36% in 2015)
    - Post-college graduate: 28%

- **Annual Household Income**

- Under \$50,000: 13%
    - \$50,000 – \$99,999: 26%
    - \$100,000 - \$149,999: 22%
    - \$150,000 - \$200,000: 16%
    - More than \$200,000: 27% (up from 23% in 2015)

- **Estimated proportion of attendees residing in the Park City Area**

- Are you Park City resident?
      - 91% No; 9% Yes

- **38.5% of attendees were from out of state (up from 37% in 2015)**

- Utah: 61.5% (down from 63% in 2015)
    - California: 6.3%
    - Texas: 5.8%
    - Arizona: 5% (up from 2% in 2015)
    - Florida: 3.5%
    - Idaho: 1.8%
    - Illinois: 1.5%
    - Nevada: 1.5%
    - Colorado: 0.8% (down from 2% in 2015)
    - Other States: 12%

- **County of Residence of Interviewed Utah Residents**

- Salt Lake County: 40%
    - Summit County: 16%
    - Davis County: 12%
    - Utah County: 12%
    - Weber County: 10%
    - Wasatch County: 3%

- Other: 7%
- **35% of attendees booked lodging in Park City (down from 41% in 2015)**
  - 4-day stay: 51%
  - 3-day: 12%
  - 2-day: 25%
  - 1-day: 12%
- **Where did you get the majority of your information about the Park City Arts Festival?**
  - Friends/Family/Word of Mouth: 37%
  - Internet: 23%
  - Past Experience: 22%
  - Newspaper: 6%
  - Happened Upon It: 5%
  - Hotel/Condo: 4%
  - Other: 4%
  - TV: 4%
  - Live/Lived in Park City: 3%
  - Radio: 2%
  - Billboards/Signs: 2%
  - Have Known About It For a While: 2%
  - Kimball Art Center: 1%
- **What are the most important reasons you decided to attend the Park City Arts Festival?**
  - Enjoy the Art and Crafts: 55%
  - Attend the Festival: 28%
  - Leisure, Entertainment, Fun: 20%
  - Activity/Outing with Family and/or Friends: 18%
  - Other: 18%
  - Shopping: 9%
  - Good Weather: 7%
  - Beautiful Environment: 6%
  - Currently Visiting or Vacationing in Park City: 5%
  - Enjoy the Music: 4%
- **Is attending the Arts Festival the primary reason you are visiting Park City?**
  - 57% (down from 64% in 2015; perhaps due to date shift)
- **Artists**
  - Call for Artists went live on December 7, five weeks after our annual November 1 date, causing a reduced application window
  - 913 applications submitted (down 8% from 990 in 2015)
  - 38 of the original 200 invited artists declined (up 58% v. 2015 and highest ratio ever)
    - 8 went to Sun Valley Art Festival (on our dates in 2016)
    - 2 went to Craft Lake City (on our dates in 2016)
  - 16 artists withdrew invitations (300% increase v. 2015)
  - 11 of our Waitlist artists went to Sun Valley Art Festival as well
  - 229 total accepted artists
    - This was up 4% over 2015 and highest ever, however we had to invite 283 artists to net out with 229 in total (most invitations ever)



- Artists were from 32 states, plus Canada
  - 24% of artists (55) were from Utah, including 19 artists from Park City Professional Artist Association (PCPAA)
  - 13% from CA (29)
  - 8% from AZ (17)
  - 7% from CO (15)
  - 5% from OR, TX, ID (12 each)
  - 3% from NM (8), FL (7) and WA (7)
  - 6 artists from PA
  - 24 artists from East Coast
  - 67 artists were brand new
- 33% of artists surveyed after the Festival mentioned that the date shift impacted them due to direct competition with other festivals they typically participate in
- Many artists felt they were impacted with sales on Friday night due to sunset being earlier (too dark)
- **Volunteers**
  - **Total Volunteer Hours**
    - 2,060 total hours (not including TIPS/SMART training or Volunteer Orientation)
  - **Total Volunteer Shifts**
    - 536 total shifts
  - **Total Volunteers**
    - 325 individual volunteers
- **New in 2016:**
  - **Increase in Ticket Price**
    - In preparation for the date shift impacts, we increased our Adult ticket from \$10 to \$12 and our Kids ticket from \$5 to \$6. This was vital, as we saw an overall 11% drop in paid ticket units.
  - **Uber Sponsorship**
    - New, one-year marketing sponsorship to enhance the patron's transportation experience to and from the Festival.
    - Total number of rides: 862
      - From within City limits: 221
      - From outside of City limits: 641
    - Drop-off and pick-up locations:
      - Park City: 1 (Upper China Bridge)
      - Summit County: 15
      - Outside of Summit County: 2
    - Average cost per ride to consumer: \$17
    - Average occupant load of vehicle: 2.5 people
    - Are any drivers used during the event registered as Park City or Summit County resident: Yes
  - **Park City Gallery Association (PCGA) Gallery Stroll**
    - New to this year's Festival, we were excited to introduce the PCGA Festival Gallery Stroll. We were able to help promote these amazing galleries for special exhibit openings, food and refreshments – offered only during the weekend.
      - Gallery Mar
      - J GO Gallery
      - Julie Nester Gallery

- Susan Swartz Studios
  - Trove Gallery
- **“Live @ SKY”**
  - New for 2016, Live@SKY was a collaboration between Kimball Art Center, Main & SKY, Farasha Boutique and Utah Opera. This was created as a fusion of emerging fashion and enlivening opera on the Live@SKY stage as a means to enhance the Festival, while simultaneously highlighting our mission of inspiring and connecting through art. The Live@SKY stage featured opera, fashion, visual arts, healing arts, dance and poetry performances every 2 hours (in between band sets on the Kimball Stage), Friday – Sunday.
- **Additional Taste of Art Restaurants**
  - The Brass Tag
  - Nikara
  - Tavern
  - Tupelo
- **Additional Festival After Dark Partners**
  - Added The State Room and O.P. Rockwell as new partners to promote both the live concert by Brandi Carlisle (presented by The State Room) and the after-party at O.P. Rockwell.
- **Ongoing:**
  - **Festival After Dark**
    - Festival After Dark keeps the Festival going into the night with entertaining options for all ages and interests. This has been a great way for us to partner with other key events and businesses in town and in the County as a means to drive overnight visitation. We were able to promote and partner with the Sundance Institute Summer Film Series, Deer Valley Resort, Summit County Fair, The State Room, O.P. Rockwell and Egyptian Theatre.
  - **Artisan Tasting**
    - An annual element of our Festival, we had C&C Candies and JulieAnn Caramels as part of this local, hand-crafted food area.
  - **Taste of Art**
    - We continued the Taste of Art partnership with HPCA and Park City Area Restaurant Association in an effort to promote the extensive culinary experiences in Park City. We added four new restaurants, while again partnering with Grub Steak, Shabu and Wahso. We had 7 restaurants in total.
  - **Food Truck Round-Up**
    - After a successful first year, we brought back the Food Truck Round-Up and offered four this year. New were Rubadue’s Saucey Skillet, Banh Mi Time and Black’s Sliders; Bruges Waffles returned.
  - **Yoga Fest**
    - Back again, we moved this year’s event to the roof of The Parkite (from the Zoom deck) and continued to offer this as a free element of the Festival.
  - Continued cross-marketing partnerships and collaboration with local businesses, HPCA, Park City Area Restaurant Association, Park City Chamber, PCGA, Utah Symphony, Deer Valley, Park City Mountain Resort, Park City Institute, Stay Park City, Utah Office of Tourism and more to promote Kimball Art Center and Park City as a cultural destination; this continued collaboration with key partners has been successful in increasing the economic impact via lodging, retail, restaurants and overall revenue.

- **2017 Potential Impacts**

Kimball Art Center will work with PCMC on the items below, plus any other future concerns, as we begin to plan the 2017 Festival:

- **PCMC Construction Updates**
  - Wasatch Brew Pub
  - Miner's Park
  - Where do we then place Food Truck Round-Up? Where do these two stages go?
- **Kimball Garage Construction Updates**
  - Loss of Kimball Garage for Volunteer Lounge, Artist's Lounge, VIP Area, Kids' Area, Media Lounge, Staff Offices. We'll have to find new locations for all of these areas.
- **Impacts from 2016 Thefts**

## Park City Kimball Arts Festival Media Recap

- <http://www.parkrecord.com/entertainment/arts-festival-makes-one-time-date-change/>
- <http://www.parkrecord.com/entertainment/kimball-art-center-fundraiser-will-be-a-celebration-of-the-arts/>
- <http://www.parkrecord.com/entertainment/park-city-kimball-arts-festival-relies-on-any-moving-parts/>
- <http://www.parkrecord.com/entertainment/park-city-kimball-arts-festival-best-in-show-winners/>
- <http://www.parkrecord.com/news/park-city/uber-space-added-to-arts-fest-canvas/>
- <http://www.parkrecord.com/entertainment/b-d-howes-returns-to-the-arts-festival/>
- <http://www.sltrib.com/home/4191205-155/kimball-arts-festival-rolls-into-park>
- <http://fox13now.com/2016/08/13/kimball-arts-festival-takes-over-park-city-main-street/>
- <http://fox13now.com/2016/08/08/kimball-arts-festival/>
- <http://www.prnewswire.com/news-releases/the-47th-annual-park-city-kimball-arts-festival-takes-to-the-street-300309948.html>
- [http://www.heraldextra.com/business/local/park-city-arts-festival-saturday-new-zions-bancorporation-board-member/article\\_d3fba49e-77af-58ca-a7ce-b969539dd918.html](http://www.heraldextra.com/business/local/park-city-arts-festival-saturday-new-zions-bancorporation-board-member/article_d3fba49e-77af-58ca-a7ce-b969539dd918.html)
- <http://www.journalgazette.net/entertainment/Taste-of-the-Arts-festival-grows-into-2-day-meal-14790136>
- <http://kutv.com/features/fresh-living/park-city-kimball-art-festival-august-12-13-2016>
- <http://www.parkcitymag.com/articles/2016/8/10/kimball-arts-festival-2016>
- <http://www.fodors.com/news/photos/americas-best-small-art-festivals#!7-park-city-kimball-arts-festival>
- <http://kimballartcenter.org/best-in-show-winners-kimball-arts-fest-2016/>

## 2016 Park City Kimball Arts Festival Marketing Plan

| Vendor/Outlet                      | Target Audience                | Total Impressions |
|------------------------------------|--------------------------------|-------------------|
| <b>Austin, TX:</b>                 |                                |                   |
| Austin Chronicle                   | Out of State Families, Couples | 1,300,000         |
| <b>Denver, CO:</b>                 |                                |                   |
| Daily Camera                       | Out of State Families, Couples | 346,666           |
| Westword                           | Out of State Families, Couples | 531,933           |
| <b>Central Arizona:</b>            |                                |                   |
| azcentral.com (Arizona Republic)   | Out of State Families, Couples | 429,000           |
| <b>Los Angeles, CA:</b>            |                                |                   |
| LA Weekly and Orange County Weekly | Out of State Families, Couples | 1,587,000         |
| <b>Utah:</b>                       |                                |                   |
| Broadway Media                     | Out of Area                    | 2,398,574         |
| Fox13 TV                           | Out of Area/State Families     | 1,296,600         |
| Fox13now.com                       | Out of Area/State Families     | 1,102,000         |
| Fox13now.com Calendar              | Out of Area/State Families     | 2,000,000         |
| City Weekly Magazine               | Out of Area                    | 150,000           |
| Cityweekly.net                     | Out of Area                    | 60,000            |
| Mountain Express Magazine          | Out of Area Families, Locals   | 75,000            |
| Salt Lake Magazine                 | Out of Area Families, Locals   | 122,200           |
| Saltlakemagazine.com               | Out of Area Families, Locals   | 25,802            |
| KPCW Underwriting Radio Spots (40) | Locals, Visitors               | 10,000            |
| KUER Underwriting Radio Spots (22) | Out of Area Families           | 198,000           |
| Utah Arts Festival                 | Locals, Visitors               | 25,000            |
| Utah Media Group                   | Out of Area, Locals            | 466,232           |
| Utah Digital Services              | Out of Area Families           | 1,699,721         |
| Park Record Print                  | Locals                         | 10,000            |
| Park Record Digital                | Locals, Visitors               | 92,000            |
| PCMC Bus Board Ad                  | Locals, Visitors               | 800,000           |
| <b>Total Impressions:</b>          |                                | <b>14,727,727</b> |

## **Type Three Special Event License and City Services Agreement**

This Type Three Special Event License and City Services Agreement is entered into as of \_\_\_\_\_, 2016 between Park City Municipal Corporation, a political subdivision of the State of Utah (“Park City” or “City”) and Kimball Art Center, a Utah nonprofit corporation (“KAC”).

### **Recitals**

WHEREAS, KAC has staged the Park City Kimball Arts Festival (“Arts Festival”) in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

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

WHEREAS, KAC, 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 Arts Festival, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with KAC to implement additional closures of Main Street, perform marketing and event management services of the Arts Festival 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; and

WHEREAS, Park City reviewed the direct economic benefits of the Arts Festival 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 Arts Festival 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 KAC mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified in Exhibit A of this Agreement and each Arts Festival 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 Arts Festival. Park City and KAC agree that the purpose for cooperation and flexibility is the successful operation of the Arts Festival. Both Parties understand that plans may change each year, subject to final approval by the City Council.

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

**1.3 KAC General Responsibilities.** In addition to the responsibilities of KAC set forth in the balance of this Agreement, KAC is responsible for the timely submission to City of all annual plans related to the Arts Festival, and producing and providing all official information related to the Arts Festival to the City. Both parties will agree to mutually agreed upon timeline.

**1.4 Park City General Responsibilities.** In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to KAC or its designee by April 1<sup>st</sup> of each year all official Park City information relevant to the Arts Festival and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the Arts Festival and the opportunities provided thereby. Park City shall cooperate with KAC by using its best efforts to notify KAC of any pending City ordinance

Changes or city right of way projects which could have a negative impact on KAC and its

sponsorship relationships, including those relating to marketing and signage.

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

**2. Term.** KAC hereby agrees to hold the Park City Kimball Arts Festival in Park City. Accordingly, this agreement shall be effective from November 4, 2016 to August 15, 2021.

**2.1 Dates of Festival.** The dates of the Arts Festival shall be held on the first full weekend of August as mentioned below unless both parties agree to a date change in writing.

- August 4 - 6, 2017
- August 3 – 5, 2018
- August 2 – 4, 2019
- July 31 – August 2, 2020
- August 6 – 8, 2021

The Supplemental Plan must be submitted to City staff no later than June 15 and must have Council approval by the first City Council meeting in July of each year for the Arts Festival to begin on the planned date.

**2.2 Hours.** The event will be held from Friday from 5pm to 9pm, Saturday from 9am to 7pm, and Sunday 9 am to 6pm. Street closures for load in, load out, set up and delivery would be allowed starting on Friday at 3:00 am. Park City shall consider expanded or reduced hours based on performance and feedback from Historic Park City Alliance (HPCA), City Council and the Public as part of the consideration of annual Supplemental Plans.

**2.3 Location.** The event will be held on Historic Main Street. Park City shall consider expanded venue areas based on performance and feedback from the HPCA, City Council and the Public as part of the consideration of Supplemental Plan.

**2.4 Expanded Marketing.** Expanded Marketing, Media, Cross Promotional and Public Relations activity is required and shall be further defined in Section D.9.

**2.5 Additional Conditions of Approval.** The following apply unless specifically modified by Supplemental Plans:

1. KAC at its cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. Unless specifically approved by the Supplemental, Expanded Arts Festival Activities or Expanded Location on Main Street shall terminate by 6:00 pm on Sunday. Main Street shall reopen by 10:00 pm. Should the



applicant not be able to open the street by that time, the closing time of the Arts Festival 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 festival operation. Applicant shall provide signage to indicate closures and detour options.

4. Applicant must obtain Relief from Noise Restrictions (6-3-11), as amended, for any set-up activity occurring before 9:00 am on any given day.

5. Applicant shall comply with all UDABC regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.

6. Applicant shall meet with Park City Police to create a security plan in place that will ensure the health, safety, and wellness of all staff, vendors, and visitors is maintained, as approved by the Chief of Police. The cost of additional, private security will be the responsibility of the KAC.

7. A base operational plan footprint and sign plan shall be submitted as part of the Supplemental Plan process outlining placement of no less than 80% of the Arts Festival. This will be used as the Approved Operational Arts Festival 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. All changes from the Approved Operational Arts Festival Footprint must be submitted by June 15<sup>th</sup> and approved prior to June 30<sup>th</sup>.

8. The applicant will orient all temporary stages so as to minimize sound impacts to the neighborhood. Monitoring of the amplified shall be consistent with 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) 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.

(E) All events shall take place only on authorized Stages and shall have clean-up services directly following the event so as to leave the plazas in a clean and litter free manner.

9. As part of the Special Event License, the applicant shall provide Utah State Tax Commission and the City Representative a list of all participating vendors containing the following information: Name, address and contact information, Utah State Tax Identification number. KAC shall also provide a list of all participating not-for-profit organizations. Consistent with section 4-8-7 of the Municipal Code, 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. Utah State Tax Commission will provide each vendor a Utah State Tax ID Number. KAC shall require all participating vendors to provide and display their Special Event Permit provided by the State of Utah Tax Commission.

10. 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.

11. The applicant shall annually review the vendor list to ensure the participants reflect the integrity of the Arts Festival's purpose and mission, and limit sales of mass produced goods.

12. Organizers shall return to Council no later than November 1<sup>st</sup> each year to conduct a debrief of that year's Arts Festival.

**3. Grant of Lease.** Park City hereby grants to KAC and its designees and assigns, and KAC hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A 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 KAC 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 KAC 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

KAC has Non-Exclusive Use as granted herein. During Arts Festival Hours, KAC shall the exclusive right to jury, select and authorize Arts Festival vendors pursuant to KAC'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 KAC shall cooperate to arrange times that KAC 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, KAC 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.** KAC 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 Section B 2.1 and 2.2 in this agreement; 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 Arts Festival; for advertising, marketing and promotion; and for any other purpose related to the Arts Festival.

**4.4 Restoration.** KAC shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, KAC 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.** KAC shall be solely responsible for any building or other permits necessary for its temporary improvements or food operations.

**5.2 Special Event License.** The City hereby finds the Arts Festival to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to KAC a Special Event License that covers all activities of KAC described in this Agreement that may require such a license. Approval of 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 Special Event License for each Arts Festival. The City will issue no other Special Festival licenses during the dates of the festival until the KAC has provided a recommendation on the effects other events may have on the festival. The Park City Council will take into consideration the recommendations of the KAC in their decision to either approve or deny any other event applications.

**5.3 Permits and Licenses Issued by Other Governmental Authorities.** KAC 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 KAC's use of the Use Areas during the Use Periods. Park City shall support and cooperate with KAC in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize KAC 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 KAC in obtaining permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist KAC in hosting and staging the operations of the Arts Festival and related activities in Park City.

## **C. PARK CITY FACILITIES AND SERVICES.**

### **6. City Services.**

**6.1 Basic City Services.** Park City will provide the following City Services to KAC at no cost after KAC meets all financial obligations as outlined in Section E of this agreement:

1. KAC 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).
  - d. Transit Department for re-routing Main Street Trolley.
  - e. Parks Department for street banner installation (does not include banner costs).
  - f. Street and sidewalk cleaning, as well as trash can placement.
  - f. Application fees for the Special Event License.
  - g. Use of city-owned type 1 and bicycle barricades, if available. Park City will rent additional barricades as needed.
  - h. Enhanced Police patrols as determined necessary by the Park City Police Department.
  - i. Extended transit service. All extended service must be part of

existing transit routes and be deemed necessary by Park City Transportation Department.

- j. Use of three (3) municipal electronic signs as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning traffic control as well as the approval of Utah Department of Transportation.
- k. Installation and two (2) municipal mobile electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.
- l. Park City to update and continue existing terms of Dining Deck agreement through the term of this Agreement.

**6.2 Additional City Services and Work Order Process.** KAC 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 Arts Festival. KAC 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”). If such adjustments require Park City to provide services which exceed one hundred and eighty thousand dollars (\$180,000), then the two parties will meet to negotiate an amendment to this agreement to address the payment of these additional costs.

### **6.3 City Services Financials.**

- 1. Park City agrees to keep accurate books and records of expenditures related to City Services provided to the Arts Festival. KAC or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.
- 2. All expenses must be included in Supplemental Plan and provided to KAC for review by June 30<sup>th</sup>.

**6.4 Event Survey.** Park City and the KAC shall work together to conduct a limited survey of festival attendees geared at measuring benefit to local community. Both parties will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon.

## **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 Arts Festival, who shall be the operational liaison between Park City and KAC 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 KAC’s request, access to and street closure(s) (if applicable) of the Use Areas is provided to KAC 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 KAC, 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 KAC, assist KAC with the formation of a logistics coordination team.

**7.3 Management Meetings.** The Event Representatives and Manager shall meet to review Arts Festival operation, Supplemental Plan and terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved by City Council by June 30th.

## **8. Parking and Transportation.**

**8.1 Transportation Plans.** KAC, with coordination from PCMC, 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, to be included in Park City's Basic City Services, to meet the increased public demand during the Arts Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Arts Festival. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

**8.2 Cooperation in Main Street Closing.** Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and KAC both agree to support and cooperate with one another when both Parties agree to close all or a portion of Main Street for pedestrian use only.

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

## **D. KAC SERVICES.**

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

1. Annual Review(s) – KAC agrees to:

- a. Approval of supplemental plan & review of specific operational plan
- b. Debrief of Arts Festival - is Arts Festival being operated consistently with service contract and Council goals?
- c. Arts Festival Profit & Loss information and business plan made available to City Hall upon request.
- d. Economic Impact study on the festival to the local economy.

2. Demonstrated & Measurable success – The following performance measures will be considered as part of the annual Supplemental Plans:

- a. Attendance – average attendance targets shall be established and verified annually by staff and KAC.
- b. Traffic impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. Track alternative forms of transportation to the event as an absolute number and a percentage of event attendees. Provide plan to lessen vehicle impacts by 10% annually.
- c. Reduced impacts to local business – KAC shall present a variety of promotional opportunities for local businesses and HPCA members to participate in. KAC will summarize efforts and participation in a report to the City at the annual review.
- d. Community support – KAC shall report at the annual review, the year-round efforts to support the community at-large, non-profits and Park City youth art programs.
- e. Environmental impacts – KAC will work on reduction of the Arts Festival's carbon footprint and include:
  - Identify position that will be in charge of managing waste for day-of contact and support.
  - Track waste diversion rate for trash, recycling, and compost.  
Provide plan to increase diversion rate 15% annually.
  - Recycling is required for all event areas. All trash cans must also have recycling container.
  - Create a plan to make all event materials (banners, signage, brochures, etc.) are reusable or recyclable.
  - Eliminate single use plastic bags (KAC to recommend recyclable bags/packaging for all artists and vendors) and Styrofoam.



- Enforce No idling policy for vendors, staff, and attendees. Include contact person who will oversee this enforcement.

3. Limitation on use of funds – KAC shall provide Profit & Loss reports at the annual review that will outline the use of funds tied directly to operation, expansion of the programming and promotion of the festival.

**9.1 Park City, Main Street Venue.** Park City’s Main Street shall be recognized as the venue of the Arts Festival.

**9.2 Marketing and Public Relations; Press Releases and Promotional Materials.** KAC shall include a reference to “Historic Main Street, Park City, Utah” in all press releases made; and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the Historic Main Street Business Alliance promoting the City generally. KAC agrees to aggressively market to local residents to attend the Arts Festival and utilize alternative modes of transportation by using the following mechanisms:

1. [www.kimballartcenter.org](http://www.kimballartcenter.org);
2. On-site event promotions; and
3. Weekly radio and TV spots; and
4. Weekly email blast and social media updates

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

## **E. FINANCIAL**

**10. Service Contract.** KAC hereby agrees to make the following annual contribution to Park City towards the cost of the City Services for the term of this contract:

- Annual cash payment for the following services not to exceed \$10,000

**10.1** KAC agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. KAC agrees to turn in all Profit & Loss statements, updated business plans, and other similar financial information as otherwise requested by the City by November 1 of each year of this Agreement.



## **F. INSURANCE AND RISK MANAGEMENT.**

### **11. Indemnifications.**

**11.1 Indemnity.** Each party (each an “Indemnifying Party”) shall indemnify and hold the other party and its affiliates, together with their respective agents, employees, officers, members, directors, trustees and other representatives (the “Indemnified Parties”) 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 (collectively, the “Claims”), brought against the Indemnified Parties arising out of, in connection with, or incident to the Indemnifying Party’s gross negligence or willful misconduct and/or the Indemnifying Party’s defective performance or failure to perform any material aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the parties, their agents, employees, and officers, this indemnity provision shall be valid and enforceable against a party only to the extent of the negligence of that party; and provided further, that nothing herein shall require either party to hold harmless or defend the other party, its agents, employees and/or officers from any Claims arising from the sole negligence of the other party, its agents, employees, and/or officers. KAC expressly agrees that the indemnification provided herein constitutes KAC’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 KAC claims or recovers compensation from the City for a loss or injury that KAC 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.** Except as provided for in Section 11.1 (Indemnity) above, KAC shall not make any claim against Park City or its officers, employees and agents with respect to any liability incurred by KAC 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 Arts Festival.,

### **12. Insurance.**

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

- (a)** Workers’ compensation insurance for KAC 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 KAC Liability Insurance.** Prior to commencement of any activity in Park City under this Agreement, KAC 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 of One Million dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate;
- (c) Proof of Workers Comp. w/statutory limits – (\$500,00, PC does not have to be named as additionally insured, but organization must show proof.);
- (d) Auto Liability required with limits no less than \$2M combined single limit per accident for bodily injury and property damage;
- (e) KAC shall require any hired security company to provide a policy of liability insurance and name KAC and Park City as name insured on the policy with limits set forth in 12.2(1).

**12.3 Additional Requirements.** The insurance provided by KAC pursuant to Section 12.2:

- (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 KAC'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 KAC'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 KAC Marks.** KAC grants to Park City a license to use KAC'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 KAC 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 Arts Festival, (b) providing map and way finding information, and (c) advertising or promoting the Arts Festival; but specifically excluding the Park City Olympic logo and any license for the sale of any novelties or merchandise.

**15. Photography and Broadcast Rights.** KAC 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. KAC shall have the non-exclusive right to record, to broadcast, and to permit media coverage of KAC's activities in Park City with a Film Permit.

**16. Sponsorships.** KAC shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the Arts Festival and events staged or conducted by KAC in the Use Areas.

**17. Representations and Warranties.**

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

**17.2 Representations and Warranties of Park City.** Park City hereby represents and warrants to KAC 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 KAC's Manager or other person designated by KAC 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 KAC'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 Arts Festival. 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 KAC 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 KAC:**

Robin Marrouche – Executive Director or  
Kathy Kennedy – Managing Director  
P.O. Box 1478  
1401 Kearns Blvd  
Park City, UT 84060

**20.10 Reserved Police Power.** The City expressly reserves, and KAC 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, KAC 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. KAC 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. KAC 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 CORP

KIMBALL ART CENTER

\_\_\_\_\_  
Jack Thomas, Mayor

\_\_\_\_\_  
Robin Marrouche – Executive Director;

Approved as to Form:

\_\_\_\_\_  
Mark D. Harrington, City Attorney

Attest:

\_\_\_\_\_  
City Recorder

### ACKNOWLEDGMENT

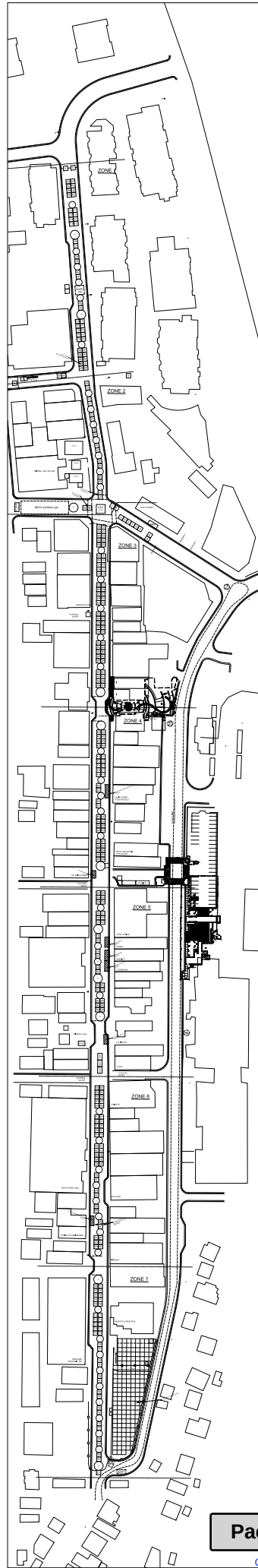
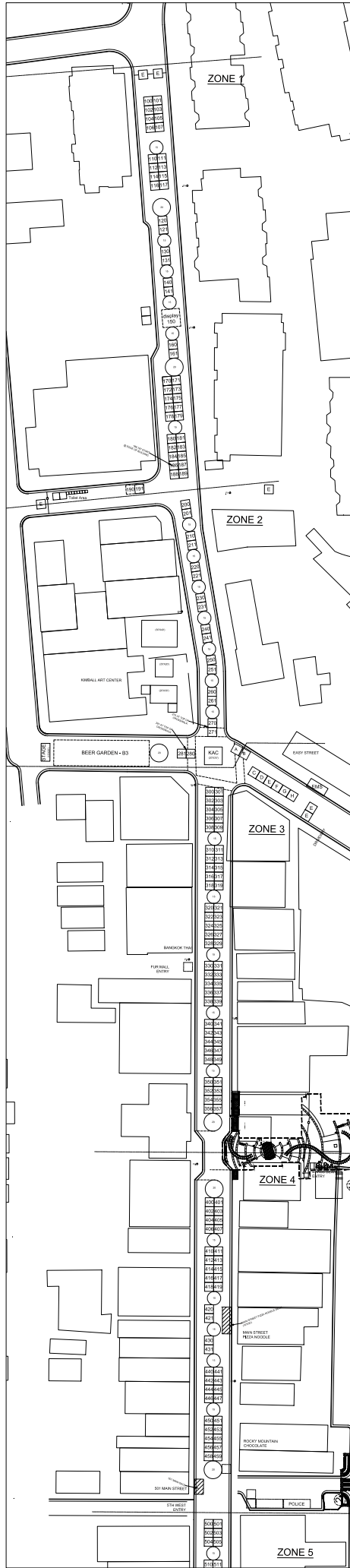
STATE OF UTAH                    )  
                                              : ss.  
COUNTY OF SUMMIT         )

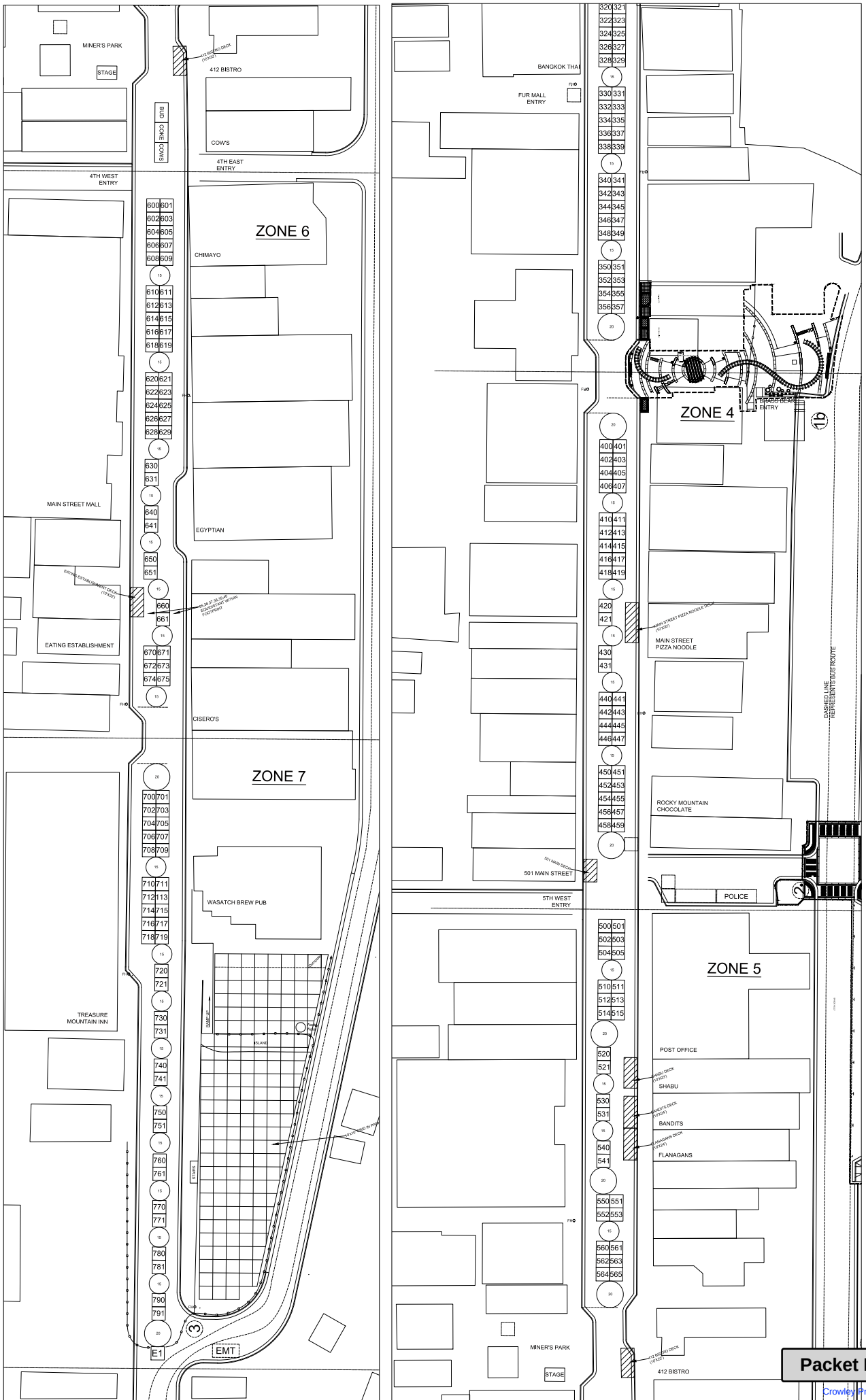
On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ for \_\_\_\_\_, and acknowledged to me that the preceding Agreement was signed on behalf of the Kimball Art Center, a Utah non-profit corporation, and he/she acknowledged that the company did execute the same for its stated purpose.

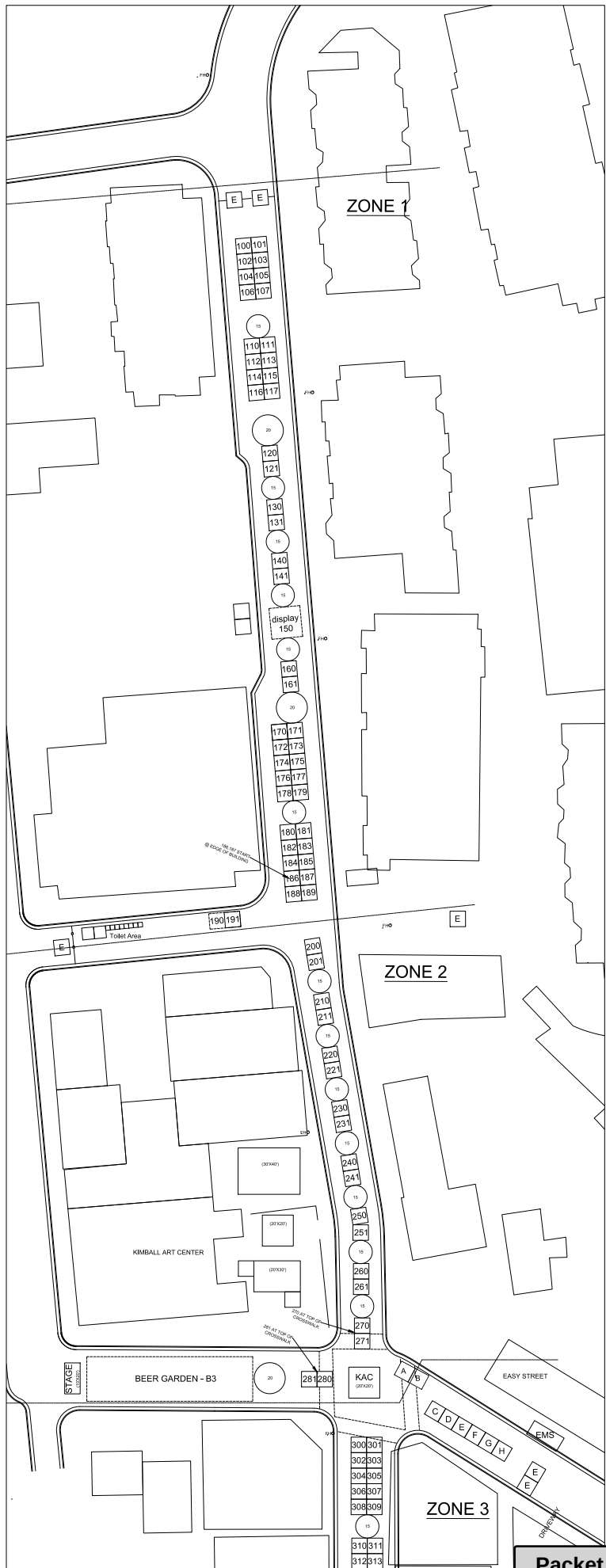
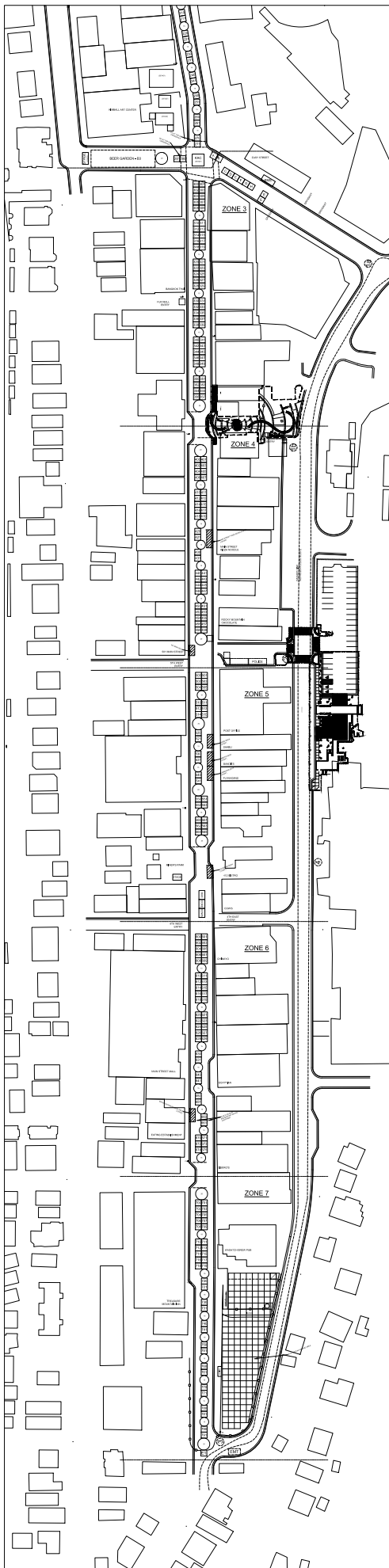
\_\_\_\_\_  
Notary Public

## Exhibit A – KAC 2017 Use Areas









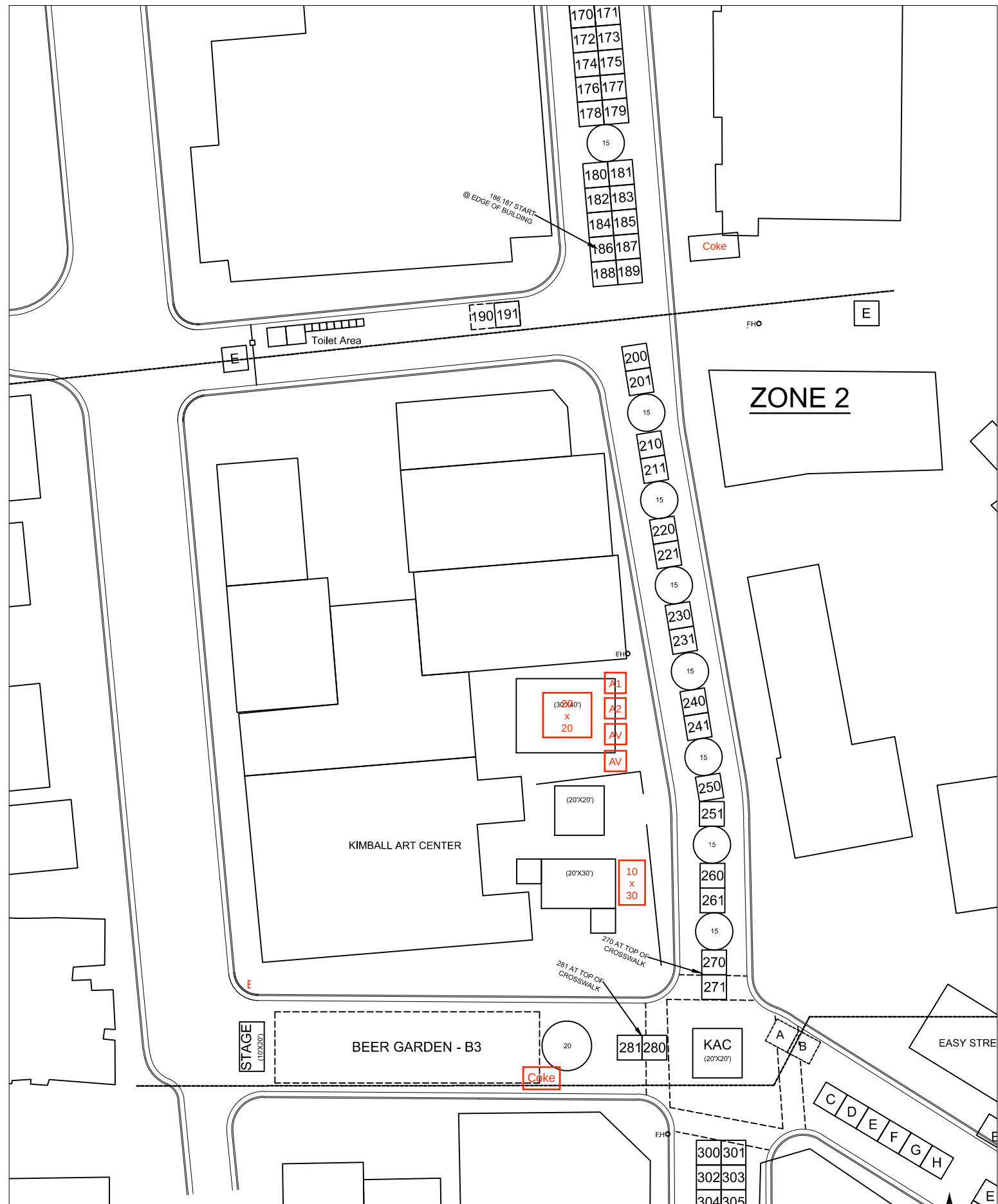
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# MAIN STREET ZONE 1

2016 PARK CITY KIMBALL ARTS FESTIVAL

\*Accuracy based on plan provided by  
Park City Planning Department

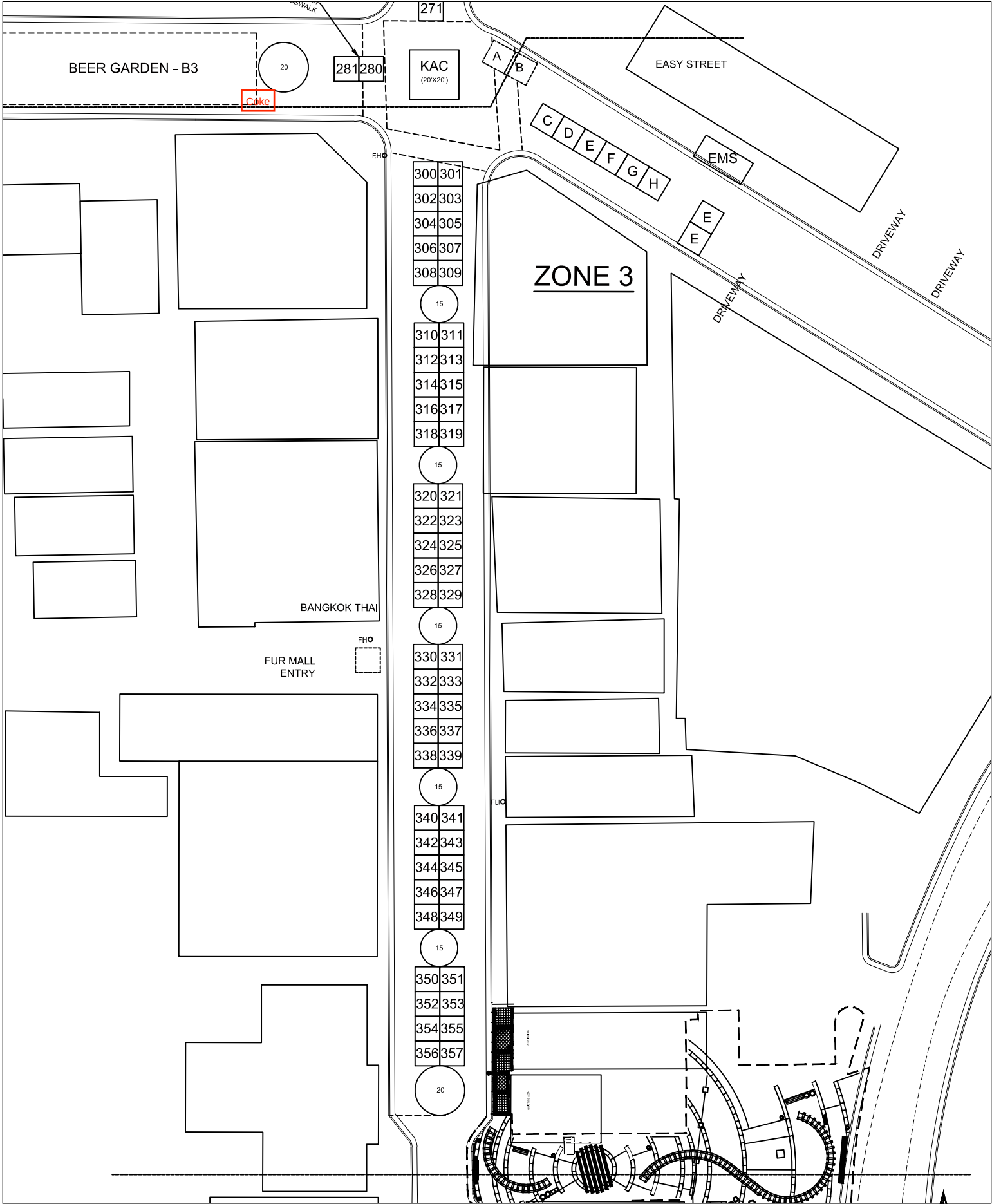


# MAIN STREET ZONE 2

2016 PARK CITY KIMBALL ARTS FESTIVAL

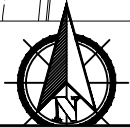


Packet Pg. 177



# MAIN STREET ZONE 3

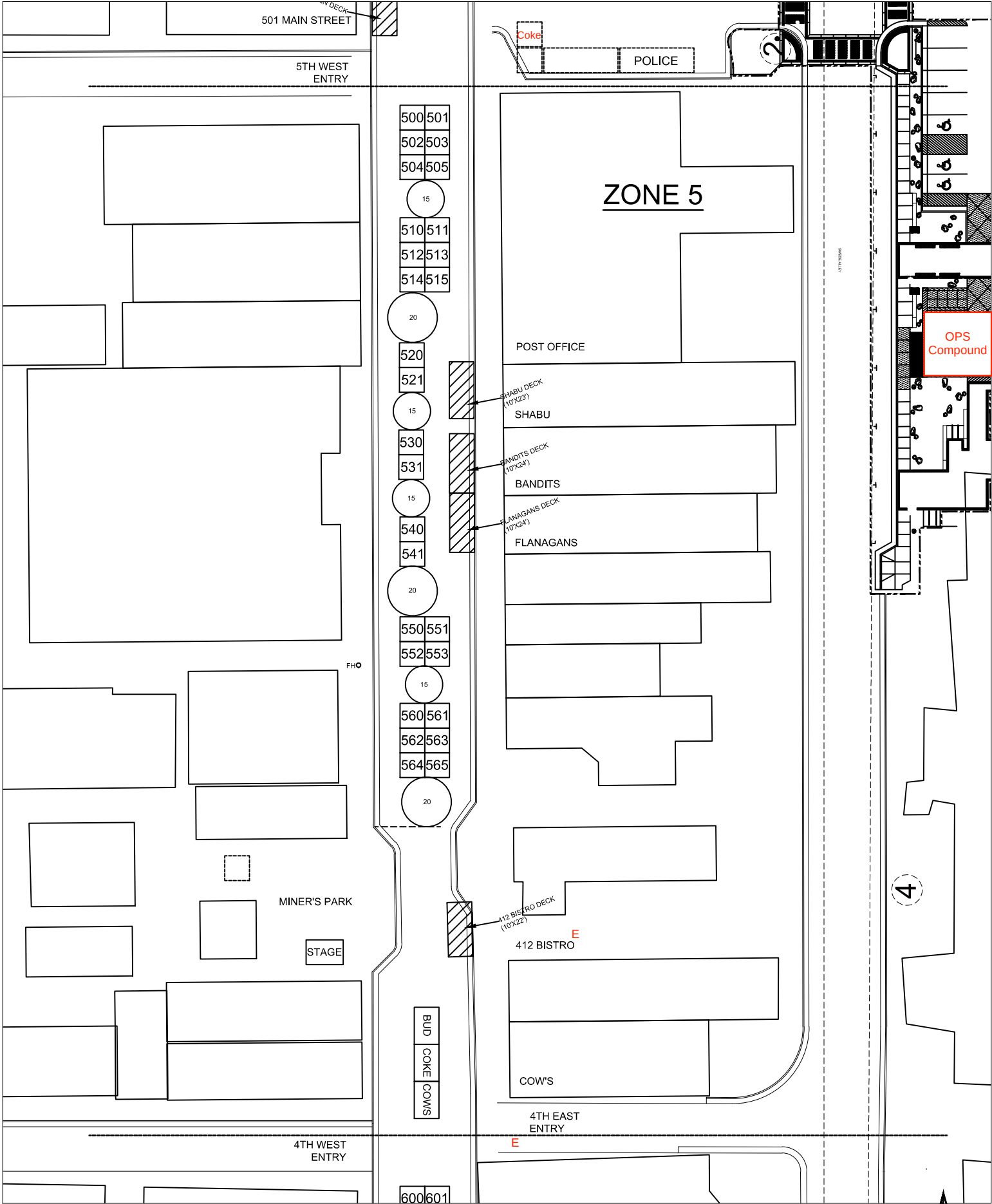
2016 PARK CITY KIMBALL ARTS FESTIVAL



\*Accuracy based on plan provided by  
Park City Planning Department

## 2016 PARK CITY KIMBALL ARTS FESTIVAL



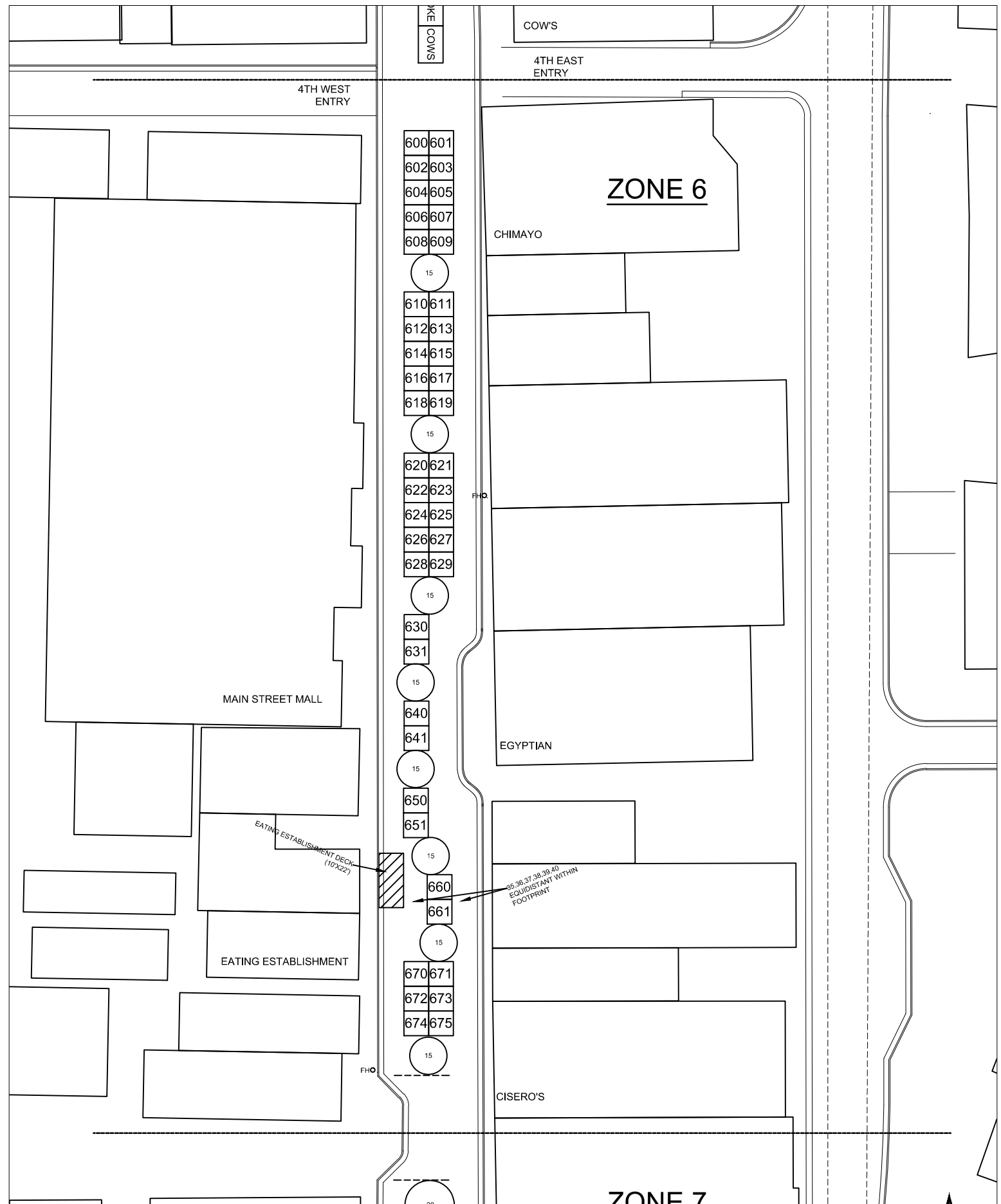


# MAIN STREET ZONE 5

2016 PARK CITY KIMBALL ARTS FESTIVAL

\*Accuracy based on plan provided by  
Park City Planning Department





# MAIN STREET ZONE 6

2016 PARK CITY KIMBALL ARTS FESTIVAL



Packet Pg. 181

## 2016 PARK CITY KIMBALL ARTS FESTIVAL





**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

As part of the requirements in the City Services Agreement, staff is returning to update City Council with an end of season report regarding the performance of Park Silly Sunday Market. Staff finds that Park Silly Sunday Market has complied with the Council approved 'Measures of Success' metrics, City Services Agreement and Special Event License for their operations in 2016. Park Silly Sunday Market's contract has currently expired and staff will be returning to City Council to negotiate a new contract for the future years.

PSSM has worked to ensure that they are continually in compliance with the parameters of the City Services Agreement, Measures of Success and Master Festival License and has worked with staff to continue to address concerns and implement mitigation opportunities as soon as they arise.

**Respectfully:**

Jennifer Diersen,



## City Council Staff Report

**Subject:** 2016 Park Silly Sunday Market End of Season Review  
**Author:** Jenny Diersen, Special Event Coordinator  
**Department:** Special Events  
**Date:** Thursday, November 3, 2016  
**Type of Item:** Administrative

### Summary Recommendation

Staff Recommends that the Park City Council affirm staff findings that the Park Silly Sunday Market operated consistently with their City Services Agreement and has satisfactorily completed the Measures of Success for the 2016 contract year.

The contract for PSSM has expired. Staff will return to City Council in the coming weeks for the consideration of a new contract.

### Executive Summary

As part of the requirements in the City Services Agreement, staff is returning to update City Council with an end of season report regarding the performance of Park Silly Sunday Market. Staff finds that Park Silly Sunday Market has complied with the Council approved 'Measures of Success' metrics, City Services Agreement and Special Event License for their operations in 2016. Park Silly Sunday Market's contract has currently expired and staff will be returning to City Council to negotiate a new contract for the future years.

PSSM has worked to ensure that they are continually in compliance with the parameters of the City Services Agreement, Measures of Success and Master Festival License and has worked with staff to continue to address concerns and implement mitigation opportunities as soon as they arise.

### Acronyms

HPCA – Historic Park City Alliance  
PCMC – Park City Municipal Corporation  
PSSM – Park Silly Sunday Market  
SEAC – Special Events Advisory Committee

### The Problem and the Opportunity

The PSSM has become an important part of Park City's cultural identity and event calendar. Its success includes cultivating new, local businesses, and creation of community gathering space. The success of the event has also created impacts that need to be mitigated for specifically in the Old Town neighborhood and Main Street areas. Staff believes PSSM is in compliance based on the current City Services Contract.

## Background

| <u>Date</u>        | <u>Item</u>                                                                                                          |
|--------------------|----------------------------------------------------------------------------------------------------------------------|
| March 31, 2016     | <a href="#">Park Silly Sunday Market Supplemental Plan &amp; Approval Staff Report</a> - pages 69 through 104        |
| March 31, 2016     | Park Silly Sunday Market 2016 Supplemental Plan & Approval <a href="#">Minutes</a> - pages 5 through 6               |
| July 21, 2015      | Park Silly Sunday Market 2016 Mid-Season Update – Manager's Report - pages 26 through 40– (not reflected in minutes) |
| September 22, 2016 | <a href="#">Special Event Work Session Update</a> - pages 7 through 30                                               |
| September 22, 2016 | Special Event Work Session <a href="#">Minutes</a> - pages 7 - 11                                                    |

On March 11, 2014 PCMC and PSSM entered into a three year City Service Agreement. The goals of the agreement were to 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. As part of the City Service Contract, PSSM must present a complete end of season review to City Council by November 15th of each contract year. PSSM continues to be compliant with the requirements of the contract.

The 2016 End of Season Measures of Success chart is included as Exhibit A. Additionally, an Analysis of 2016 PSSM Season is attached as Exhibit B regarding the following topics:

- Operational Times & Days 2016
- Working Group
- PSSM Service Obligations
- Financial Considerations
- Year End Comparison - Attendance & Sustainability Efforts
- Parking Count Comparison

## Analysis Summary

As the End of Season Measures of Success and Analysis of 2016 PSSM Season shows (Exhibits A and B), PSSM has been operating consistently with the City Service Contract.

Feedback from the community remains split regarding the PSSM. During the 2016 PSSM operations, staff received very few complaints from residents, staff or businesses regarding the event. Any time a grievance was received by staff or PSSM, the complaint was brought to the attention of PSSM immediately and the challenge was further mitigated. Specific examples of this are outlined as the 2016 Analysis of PSSM in Exhibit B. PSSM has been and continues to be willing to address challenges brought to their attention.

Staff believes in future years, further mitigation efforts will be needed. However, where this report is specifically focused on the required 2016 end-of-season, staff will hold discussion of potential mitigation strategies for a staff report to be presented to Council later this calendar year.

Does Council agree with the staff findings that PSSM performed within the standards of the contract?

### **Alternatives for City Council to Consider**

**1. Recommended Alternative:** Affirm Staff findings that PSSM is operating consistently with the City Services Agreement and has satisfactorily completed the Measures of Success for the 2016 contract year. The contract for PSSM has expired, and staff will return to City Council for the approval of a new contract with new measures of success and mitigations to move forward with the event in future years.

**This is Staff's recommendation.**

Pros:

a. Staff believes the event's programs align with City Council's goals of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community in the following ways:

- Vibrant arts and culture offering;
- Protected and celebrated history, as well by creating a community gathering place;
- Safe Community;
- Balance between tourism and local quality of life;
- Varied and extensive event offerings;
- Accessibility during peak times
- Well utilized, fare-free, regional public transit, walk-able and bike-able community;
- World-class, multi-seasonal resort destination

**2. Deny Alternative:** Deny that Park Silly Sunday Market is operated consistently with their City Services Agreement and satisfactorily completed the Measures of Success for the 2016 year.

Cons

a. Compliance with the Measures of Success and City Services Agreement for the 2016 season would not be approved.

**3. Continue the Item Alternative:** The City Council may continue the item for more information or discussion, thus postponing the findings of the 2016 End of Season Review, and postpone the recommendation that PSSM operated consistently with the City Services Agreement and Measures of Success.

Cons:

a. This will further postpone the approval of compliance for the 2016 PSSM season with regards to the Measures of Success and City Services Agreement.

**4. Do Nothing Alternative:** The Council may do nothing and take no action. The findings of compliance with the 2016 End of Season Review and City Services Agreement would not be accepted for the 2016 Park Silly Sunday Market Season.

Cons

- a. This would provide lack of direction regarding the operation of the 2016 PSSM with regards to the Measures of Success and City Services Agreement.

### **Department Review**

Special Events, Sustainability, Economic Development, Legal, Executive, Budget, Building, Police, Public Works, Transit and Transportation Planning Departments have reviewed this report and comments have been incorporated.

Additionally, staff helped to facilitate debrief & prioritization discussions with SEAC regarding the 2016 Park Silly Sunday Market on April 20 and July 9. SEAC's comments have been incorporated into this report.

### **Funding Source**

Funding for the Park Silly Market comes from the Transportation and Parking Fund from income generated through the paid parking meter program.

### **Attachments**

|           |                                        |
|-----------|----------------------------------------|
| Exhibit A | 2016 End of Season Measures of Success |
| Exhibit B | 2016 Analysis of PSSM                  |
| Exhibit C | 2016 PSSM Use Area                     |

Exhibit A – 2016 PSSM End of Season Summary Measures of Success

| Park Silly Sunday Market - Mid- Season Review<br>Measures of Success                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Legend</b><br><b>S –Satisfactory Meeting Contracted Requirements</b><br><b>I - In progress / Meeting Requirements</b><br><b>U – Unsatisfactory/ Not meeting Requirements</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Mix                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
| A. Importers ( allowed per week maximum)<br>i. 2016 – 6                                                                                                                                                                                                                                                                                                                    | <b>Notes:</b><br>Sent weekly reports. Importer maximums were met 7 times through the 2016 season. Otherwise, PSSM had under the allowed 6 importers each market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | S                                                                                                                                                                               |
| B. Jewelers (allowed per week maximum)<br>i. 2016 – 12                                                                                                                                                                                                                                                                                                                     | <b>Notes:</b><br>Sent weekly reports. Jeweler maximums were met 9 times through the 2016 season. Otherwise, PSSM had under the allowed 12 jewelers each market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | S                                                                                                                                                                               |
| C. On-site Food Vendors & Snack food Vendors (per week maximum )<br>i. 2016 – 12                                                                                                                                                                                                                                                                                           | <b>Notes:</b><br>Sent weekly reports. Food Vendors & Snack Food Vendor maximums were met 3 times through the 2016 season. Otherwise, PSSM had under the allowed 12 food or snack vendors each market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | S                                                                                                                                                                               |
| D. PSSM will include a HPCA representative in the jurying of jewelry vendors                                                                                                                                                                                                                                                                                               | <b>Notes:</b><br>Meeting requirement – Representative was Puggy Holmgren                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | S                                                                                                                                                                               |
| E. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.                                                                                                                                                                                                                                 | <b>Notes:</b><br>Meeting requirements: All Walk-throughs were completed PSSM provided walk through dates, times and reminders to help identify conflicts. Meetings were held on Sundays, June 12 and August 21 at 11 a.m., and Sunday, July 17 at 3:00 p.m. Additionally PSSM held an additional working group in September for a debrief and to see their sustainable efforts regarding composting in Kamas/Oakley.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | S                                                                                                                                                                               |
| F. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.                                                                                                                                                                                                                                                | <b>Notes:</b><br>Requirements were provided in March of 2016.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | S                                                                                                                                                                               |
| Parking / Traffic / Pedestrian Management                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
| A. Create event parking plan<br>i. Identify vendor vehicle<br>ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas.<br>iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event<br>iv. Setup program to encourage parking of vendors in approved vendor locations | <b>Notes:</b><br>i. PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. Park Silly Sunday Market has been taking vendor license plate numbers as they enter into the market so Parking Services can better identify vendors. The Market continues to notify vendors that parking is at the Sand Ridge Lots or the top of China Bridge. Park Silly Sunday Market added Vendor License Plate column to their application for the 2016 year, as to allow easier license plate collection.<br>ii. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 <sup>th</sup> to 14 <sup>th</sup> Street. Door to door notification took place on 6/2/2016. Parking Enforcement continued to communicate with the residents to resolve parking concerns and challenges during the market. Neither Special Events, Parking Services Staff nor PSSM received any direct complaints about the Residential Parking area. The residential parking zones received little use during PSSM, and additional outreach regarding this program may be needed.<br>The Library reported parking challenges on Sunday, July 3 in both the Mawhinney Parking Lot and Library Parking Lot, as they had a several programs at the Library and parking was full. Staff continues to coordinate with PSSM to ensure that the parking at the Library is accessible during the market by encouraging the Library to place signs up that say “Library Patrons Only, No Event Parking” at each entrance. Library has reported back that they are discussing placing signs and that they have not had any further challenges.<br>The Park City Police Department responded to several calls in August and September regarding vehicles being left overnight on lower main street. Staff coordinated with the Police Department and Park Silly Market to place additional | S                                                                                                                                                                               |



## Exhibit A – 2016 PSSM End of Season Summary Measures of Success

|                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>notices on lower main street by 5 p.m. each Saturday reminding patrons to remove their cars from that section of the street for the market the next morning. Even with the additional signage that was created, cars were left and had to be towed the following morning in order to allow for the event setup.</p> <p>iii. Supplemental Parking has been established at the Park City High School and continues to be an important resource for locals, visitors and vendors alike.</p> <p>Park Silly Market also works with Canyons Transportation for SLC visitors to provide a shuttle from SLC area hotels to the Market each Sunday.</p>                                                   |   |
| <p>B. Work with Special Events and Transit to get out alternate transportation messaging out with:</p> <ul style="list-style-type: none"> <li>i. Co- messaging with PC Transit Dept.</li> <li>ii. PSSM will create and implement different methods of informing the public (PSA's, print ads)</li> <li>iii. Create and implement a program encouraging non-motorized forms of transportation to the market.</li> </ul> | <p><b>Notes:</b></p> <p>Meeting requirements.</p> <ul style="list-style-type: none"> <li>i. Staff went on KPCW weekly throughout the summer regarding upcoming events and discusses parking and transportation and coordination for all events as well as the market each week.</li> <li>ii. PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend.</li> <li>iii. Bike Valet at 9<sup>th</sup> Street has received more than 2,000 bikes this season.</li> <li>iv. PSSM worked with Canyon Transportation to provide shuttle service from SLC hotels to PSSM.</li> </ul> | S |
| <p>C. Submit sign Plan to Staff at the time of Supplemental Plan containing the following:</p> <ul style="list-style-type: none"> <li>i. Locations</li> <li>ii. Size &amp; Type</li> <li>iii. Message</li> <li>iv. Placement and removal times</li> </ul>                                                                                                                                                              | <p><b>Notes:</b></p> <p>Requirements met in March of 2016. SEAC recommends additional signage for the farmers market and restrooms to help people find these items.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | S |
| <p>D. Work with City to Create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley</p>                                                                                                                                                                                                                                                                                             | <p><b>Notes:</b></p> <p>Requirements have been met – Intersection remained manageable and required no additional resources. During high attendance of the 3rd of July, there was a time period when PSSM staff worked to help control pedestrian crossings at the Heber and Main intersections. Staff continues to monitor this situation and feels that PSSM works to mitigate challenges as they arise and that it is not necessary for a permanent cross guard to be placed at the intersection during the event.</p>                                                                                                                                                                            | S |
| <b><u>Market Set-Up and Inspections</u></b>                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |
| A. Weekly notification to staff of footprint or operational changes                                                                                                                                                                                                                                                                                                                                                    | <p><b>Notes:</b></p> <p>Meeting requirements.</p> <p>PSSM started a new service for their bouncy houses and fire permitting was taken care of prior to the start time of the next market for the use.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | S |
| B. Location of interior sponsor signs                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>Notes:</b></p> <p>Meeting requirements. Signs were noted after a PSSM market and it was discovered that these were signs that were placed by businesses and staff worked to have them removed by the businesses a timely manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | S |
| <b><u>Street Cleaning and Trash Removal</u></b>                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |
| A. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan                                                                                                                                                                                                                                                                                                                           | <p><b>Notes:</b></p> <p>Requirements have been met: Additional trash and street sweeping were required after Savor the Summit to ensure street was clean for PSSM. No concerns were received by the Parks or Streets department through the duration of the 2016 season.</p>                                                                                                                                                                                                                                                                                                                                                                                                                        | S |
| B. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.                                                                                                                                                                                                                                                                                                             | <p><b>Notes:</b></p> <p>Meeting requirements: Park City Streets Crew and PSSM have had no negative reports and have not found it necessary to meet. As challenges arise they are coordinated and addressed by both Staff and PSSM representatives in a timely manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           | S |

Exhibit A – 2016 PSSM End of Season Summary Measures of Success

|                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|                                                                                                                                                                                                           | PSSM has reported a trip hazard with regard to the gutter and curb damage (not caused by PSSM) on main street that will need to be filled. Additionally, small inconsistencies with variable message boards have been coordinated as soon as challenges arise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
| <b>Coordination with PCMC and HPCA</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
| A. PSSM will schedule monthly 'Working Group' meetings from June through September                                                                                                                        | <b>Notes:</b><br>Requirements have been met. Meetings were held on Sundays, June 12, July 17 and August 21, with additional meetings in September to look at sustainability efforts and debrief the season.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | S |
| B. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.                                                                                                           | <b>Notes:</b><br>Met requirements with attendance from each entity of the working group. Meetings were held on Sundays, June 12, July 17 and August 21.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | S |
| C. PSSM will schedule a weekly market walk through with City representatives                                                                                                                              | <b>Notes:</b><br>Met requirements. Staff from Departments including Special Events, Building, Police, and Parking walked through the venue and were onsite to address concerns, impacts and challenges each week. Any concerns by City or PSSM staff were addressed immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | S |
| D. PSSM will supply the City Representatives with weekly report containing the following<br>i. Estimated attendance<br><br>ii. Zero Waste statistics<br><br>iii. Breakdown of number of vendors and types | <b>Notes:</b><br>Total PSSM attendance of the event has amounted to 199,109 with an average attendance of 14,222.<br><br>Total landfill diversion is 25,520 pounds of recyclable, compost and glass vs 4,150 going to the landfill. More than 2,500 bikes were part of the Bike Valet program during the PSSM.<br><br>iii. Limited Vendor Categories:<br><b>Import</b> vendors were consistently meeting or under the maximum allotment of 6 Import Vendors.<br><b>Jewelry</b> vendors have been at the maximum allotment of 12, except markets where they were under the allotment.<br><b>To-go/Snack food</b> Vendors were consistently under or meeting the maximum allotment of 12.<br><br>During the market there were:<br>866 Artists<br>155 Designers<br>74 Importers<br>140 Farmers<br>266 Gourmet Foods<br>162 Jewelers<br>147 On Site Snack Foods<br>96 Service Vendors<br>35 Youth Vendors<br>1942 Vendors<br><br>26% of vendors were from Summit County<br>68% of vendors were from outside of Summit County<br>6% of vendors were from out of state | S |
| <b>Marketing and PR</b>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
| a. Main Street/HPCA logo on all advertisements & promotions                                                                                                                                               | <b>Notes:</b><br>Met requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | S |
| b. Engage in co-promotions with Chamber, HPCA, Park City Restaurant association                                                                                                                           | <b>Notes:</b><br>Meeting requirements.<br>Park Silly Market provides free promotions of Park City businesses in their Park Silly Info Booths (3) each Sunday.<br>Park Silly Market provides one free booth for HPCA each Sunday.<br>HPCA/ Main Street membership information and logo placement on all media and advertising.<br>Park Silly Market gives restaurants first right of refusal to apply as a food vendor for restaurant association. Park Silly Market also provides free advertising or promotion by request for all HPCA, Chamber and Restaurant Association                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | S |

# Exhibit A – 2016 PSSM End of Season Summary Measures of Success

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                           |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Members through social media outlets which reach 17,000.                                                                                                                  |   |
| 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:<br>I. Print ads<br>II. Ads, links or info listings on Utah tourism, business and special internet websites;<br>III. Periodic television coverage;<br>IV. Radio spots and promotions;<br>V. Website spots, summer guides, fairs, non-profit organization calendar listings;<br>VI. Email blasts; and<br>VII. Social media, ‘ if applicable” | <b>Notes:</b><br>Met all requirements.                                                                                                                                    | S |
| <b><u>Other Items:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                           |   |
| Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by Staff and PSSM                                                                                                                                                                                                                                                                                                                                                          | <b>Notes:</b><br>Total attendance for 2016 is 199,109, with an average of 14,222 per weekend. Both July 3 and July 10 <sup>th</sup> weekends saw more than 20,000 people. | S |
| Quantify Marketing & PR Value – of at least \$150,000                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Notes:</b><br>Current estimated value as determined by Staff is in excess of \$150,000.                                                                                | S |
| PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following:<br>i. Estimated attendance<br>ii. Zero Waste statistics<br>iii. Breakdown of number of vendors and types<br>iv. List of non-profit groups attending the market<br>v. Advertising information etc.                                                                                                                                                              | <b>Notes:</b><br>In March of 2016, a Supplemental Report for the 2016 PSSM was provided.                                                                                  | S |

## 2016 PSSM Vendor Types Definition & Vendor Mix

**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 (12 per market date).

**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 (12 per market date, 10 of which are propane-approved space).

**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. Limited space available in this category (8 per market date).

### 2016 Vendor Mix Requirements

#### 1. Vendor Mix (maximum allowed per week)

- a. importers– 6
- b. Jewelers – 12
- c. Food Vendors & Snack Food Vendors – 12
- d. PSSM will include HPCA representative in jury of jewelry vendors.
- e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts or other issues with vendor mix.
- f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

## Exhibit B – 2016 Analysis of PSSM

The End of Season Review is to be presented to and approved by the Park City Council by November 15th of each contract year. As of November 3, 2016 all operational, financial, and collaborative requirements within the City Services Agreement between Park City Municipal Corporation and Park Silly Sunday Market are currently being executed. Staff monitored the operations of the market to ensure that all Supplemental Plans and Measures of Success for 2016 were to be met.

### Operational Times & Days

Park Silly Sunday Market operated their 2016 season within the 2016 Market Use Area (Exhibit C). The season began on Sunday, June 5 and ended Sunday, September 18, 2016. The Park Silly Sunday Market operated from 10:00 a.m. to 5:00 p.m. Set up began no earlier than 6:00 a.m. and the street was cleared and available for parking no later than 8:00 p.m. on each market day. In 2016, the PSSM operated on 14 Sundays.

#### Exceptions:

1. The Park Silly Sunday Market was not held on Sunday, August 7, 2016 in order to accommodate the Tour of Utah, Final Stage.
2. The Park Silly Sunday Market was not held on Sunday, August 14, 2016 in order to accommodate the Annual Park City Kimball Arts Festival.
  - a. Lower Main Street will be utilized for the Final Stage of the Tour of Utah, consistent with allowances in Section B.2.2.2, the Park Silly Sunday Market declined in writing to host the Market on Sunday, August 7, 2015.
3. The Park Silly Sunday Market requested to extend the close of market by one hour on September 18, 2016 for Silly Fest. During this time Park Silly Sunday Market had a stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street still occurred by 8:00 p.m.
  - a. Park Silly Sunday Market asked for this extension of hours which is consistent with allowances in Section B.2.2.3, in which Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday Weekends and Silly Fest).

*Council approved the allowance of the extended hour for September 18<sup>th</sup> in March of 2016. PSSM and staff worked to remind local residents and businesses of the extended closure on this date. Music ended at 6 p.m. and Main Street was cleared and reopened by 7:30 p.m.*

### Working Group

In accordance with section D.9.8, to the City Services Contract, Park Silly Sunday Market has satisfactorily conducted a Working Group, which will include (a) two (2) HPCA Representatives, (b) two (2) Park Silly Market Representatives, and (c) two (2) members of the Park City Council.

Dates were as follows, times and meeting locations on Main Street were varied as to experience the start, mid-day and end of day of the market at a later date:

- 1: June 21, 11 to 12 p.m., 5<sup>th</sup> Street
- 2: July 19, 11 to 12 p.m., 5<sup>th</sup> Street
- 3: August 16, 2 to 3 p.m., Brew Pub Parking Lot
- 4: September 6, 11 to 12 p.m., 5<sup>th</sup> Street (Labor Day Weekend)
- 5: September 23, 10 to 11 a.m. at PSSM Office - End of Season Review

*Park Silly Sunday Market notified all parties (HPCA, Council, and Staff) of all Walk Through dates prior to the Market Season in 2016. In addition, PSSM continued to remind those necessary parties of the meeting dates, times and locations before the meeting. On one occasion, HPCA had no representation, and on another occasion only*

## Exhibit B – 2016 Analysis of PSSM

*had one representative for the meetings in 2016. Working Group Meetings started at varied times (11:00 a.m. and 2:00 p.m.) and also started at the 5<sup>th</sup> Street and Wasatch Brew Pub on different occasions, so that Working Group could view various areas on the street. Additionally, the working group took a trip out to Oakley to watch as the sustainable efforts of the market helped to feed local pigs. Every Tuesday, PSSM's compost goes to feed these happy pigs!*

### Park Silly Sunday Market Service Obligations

In accordance with section D.9.3 of the City Services Contract, Park Silly Sunday Market agrees to provide the HPCA with access to vendor space.

- a. One 10 x 10 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 May 1, 2016 for all HPCA requests.

Staff received changes for 2016, and received documented correspondence for the following changes:

- c. Deadline of May 1, 2015 for all HPCA requests. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2016.
- d. HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.

*The amendment to the deadline for HPCA was agreed upon by PSSM and HPCA, and approved by Council in spring of 2015, and noted again in the supplemental plan in spring of 2016. This amendment allowed HPCA membership more time to schedule and confirm business participation while allowing PSSM time to sell to vendors if HPCA membership did not book a particular Sunday.*

*During the 2016 season, HPCA filled all of the requests as outlined above, except for the September 18 (closing date) market. PSSM filled the space with an artist vendor. There were three times where scheduled HPCA vendors did not show up and not call by the deadline (Thursday before the scheduled Sunday) HPCA was charged the \$50.00 no show/cancellation fee and paid the fee before to the following week.*

### Financial Consideration & City Services

The End of Season Report reviews contracted municipal funds for the 2016 season as well as total amount of City Services and Fee Waivers as pertains to actual costs and fee waivers for the 2016 season. The City Service Agreement includes the following sections C and E:

#### C. City Services

##### 6. City Services

6.1 Basic City Services. In addition to enhanced restroom and trash services 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).

## Exhibit B – 2016 Analysis of PSSM

- 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 Sundays) 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 in the use areas.
- (d). Installation and two (2) municipal electronic message signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans Concerning Traffic Control.

### 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 2015

- (a) Cash payment for the contracted period December 2, 2015 through December 1, 2016 will be as follows:
  - (i.) \$40,000.00 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 waiver 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 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. Payment shall be made within 15 days of the Supplemental Plan approval. No payments shall be made prior to approval of the Supplemental Plan.

*Based on the Master Festival Event License and City Services Agreement between PCMC and PSSM and sections C and E estimated fees in the Spring of 2016 Supplemental plan were \$72,539.70. After totaling actual total City Services and Fees for 2016 are \$73,003.70 ( \$50,953.70 not including Parking fees). Financial Annual Contributions of \$40,000.00 were released in April 2016.*

*Actual total fees reported after the last market from City Departments were a difference of \$2,910.00 between the estimate for 2016 and actual of 2016. Costs changes are explained as follows, please note, parking costs are included:*

During the review of the pre-season report as reported on March 31, 2016, staff reported that fee reduction was estimated to only increase by \$80 for the change in cost of Special Event Application Fee.

As reported at the July mid-season review, since the start of the 2016 PSSM market there have been two changes to the anticipated fees including:

- A decrease in estimated Police Services. This decrease in fees was due to an officer who was unable to attend scheduled shift on 6/5 and 7/17. This decreased fee reduction request by \$1,350.
- An increase in estimated Building Department fees regarding afterhours fees of \$300. The City continues to send an inspector to each of the 14 PSSM during walk through, increasing the afterhours fees by \$4,200 and bringing the total Building Permit fees to \$7,575. At the time that the PSSM received their Building Permit and scheduled inspections, they were not made

**Exhibit B – 2016 Analysis of PSSM**

aware of these fee increases for the 2016 year, and therefore, staff felt it was necessary to grant the request for reduction as these fees were not anticipated by PSSM.

Staff, including Special Events, Budget, Police and Building Department is supportive of supporting both of these adjustments to the fee reduction estimates for the event, based on the 2014 City Service Agreement and because these fee adjustments were not anticipated prior to the market season. Staff intends to continue to move forward with reducing these fees (totaling \$75,993) as mentioned above unless City Council directs otherwise.

A chart below indicates the above fee reduction changes.

| <b>Departments</b>                | <b>Actual Item 2015</b>    | <b>Actual Fees 2015</b> | <b>Estimated Item 2016</b> | <b>Estimate Fees 2016</b> | <b>Mid-Season Item 2016</b>     | <b>Mid-Season Estimate 2016</b> | <b>End Of Season Item 2016</b> | <b>End Of Season Actual</b> |
|-----------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|---------------------------------|---------------------------------|--------------------------------|-----------------------------|
| <b>Parking Department</b>         | Parking spaces for 14 days | \$22,050                | Parking spaces for 14 days | \$22,050                  | Parking spaces for 14 days      | \$22,050                        | Parking spaces for 14 days     | \$22,050                    |
| <b>Police Department</b>          | 520 Hours                  | \$39,000                | 520 Hours                  | \$39,000                  | 511 Hours                       | \$38,250                        | 502 Hours                      | \$37,500                    |
| <b>Transit Department</b>         | 15 Hours                   | \$2,250                 | 15 Hours                   | \$2,250                   | 15 Hours                        | \$2,250                         | 15 Hours                       | \$2,250                     |
| <b>Parks Department</b>           | Banner installation        | \$648.70                | Banner Installation        | \$648                     | Banner installation             | \$648                           | Banner installation            | \$648                       |
| <b>Building Department</b>        | Inspections and permits    | \$3,375                 | Inspections and Permits    | \$3,375                   | Inspections and permits         | \$7,575                         | Inspections and permits        | \$7,575                     |
| <b>Application Fee</b>            | Annual Permit Fee          | \$80                    | Annual Permit Fee          | \$160                     | Annual Permit Fee               | \$160                           | Annual Permit Fee              | \$160                       |
| <b>VMS Signs &amp; Barricades</b> | 2 VMS/ Electronic Signs    | \$5,600                 | 2 VMS/ Electronic Signs    | \$5,600                   | 2 VMS/ Electronic Signs         | \$5,600                         | 2 VMS/ Electronic Signs        | \$5,600                     |
| <b>Total Fees</b>                 | <b>2015 Actual</b>         | <b>\$73,003.70</b>      | <b>2016 Fee Estimate</b>   | <b>\$73,083</b>           | <b>2016 Mid Season Estimate</b> | <b>\$76,533</b>                 | <b>2016 Actual</b>             | <b>\$75,783</b>             |

**End of Year Comparison Numbers for PSSM****Attendance:**

Total yearly PSSM attendance by PCMC & PSSM Staff:

- 2016 PSSM Season – 199,109 = 5.5% increase from 2015, 64% increase since 2011.
- 2015 PSSM Season – 188,589 = 14.25 % increase from 2014, 55% increase since 2011.
- 2014 PSSM Season – 165,000 = 6.5% increase from 2013
- 2013 PSSM Season – 155,000 = 11% increase from 2012



## Exhibit B – 2016 Analysis of PSSM

- 2012 PSSM Season – 140,000 = 15% increase from 2011
- 2011 PSSM Season – 121,272

### Average weekly attendance:

- 2016 – 14,222 = 5.5% increase from 2015, 76% increase from 2011.
- 2015 – 13,471 = 17 % increase from 2014, 66% increase from 2011.
- 2014 – 11,500
- 2013 – 10,500
- 2012 – 9,200
- 2011 - 8,085

### Bike Valet

2016 – 2,571 = 37% increase from 2015

2015 – 1,876 = 6% decrease from 2014

2014 – 1,995

### Zero Waste Statistics

\*Waste Statistics will be reported in pounds moving forward for year over year comparison.

#### 2015:

To Landfill – 2,760 lbs

Compost – 1,840 lbs

Co-mingled Recycle – 9,240 lbs

Glass – 3,300 lbs

#### 2016: \*87% diversion rate

To Landfill – 4,150 lbs

Compost - 1,840 lbs

Co-mingled Recycle – 22,465 lbs

Glass – 1,605 lbs

\* Luke Cartin, PCMC's Sustainability Manager stated that the zero waste program was very successful at 87%. This shows that other large events can work towards implementing a successful sustainability plan into their operations. He further stated that it may be interesting to track statistics on how people arrive to the market in future years to help measure the success of bike valet, the school/satellite parking, and shuttling from SLC.

## PSSM Parking Counts & Update

As staff reported during the Mid-Season Update in July, the following parking challenges were further mitigated during the 2016 season.

### Park Avenue

Staff continues to coordinate residential parking on Park Avenue. The Parking Services Department worked with the Special Event Department to distribute information regarding parking impacts during PSSM as well as other major events in June prior to PSSM beginning. Additionally, the Parking Services Department conducts counts of City Owned spaces including the residential zones three times per day during the Market and continues to find that only a few residents are parking the temporary residential zone. The challenge is that these residential zones have continued to sit open with no vehicles parked in them, rather permitted residents or unpermitted vehicles. Staff continued to monitor the residential zones, as staff believed it may have cause residents to use these designated parking areas as the Market continued to grow in attendance each Sunday. Staff continued to find that these residential specific areas on Park Avenue were not well used. Staff believes additional notification to residents may be needed in future years about this program.

### Aerie

## **Exhibit B – 2016 Analysis of PSSM**

Staff received complaints from Aerie residents regarding perceived vendor parking on Aerie Drive. Staff is worked to investigate parking challenges by utilizing vendor license plates provided by PSSM. Additionally, staff will work to post temporary no parking signs in the area to continue to mitigate parking challenges in the Aerie Drive area. Permanent no parking signs have now been placed in this area. Park Silly Sunday Market continues to coordinate with the City to ensure vendors are parked in correct locations.

### Woodside

Staff recently received notice of complaints from the Engineering Department regarding parking on Woodside Avenue. Staff will work to ensure no parking signs are posted in the area to mitigate parking challenges. No further complaints were received.

### Lower Main Street Saturday Overnight Parking

During August, the Park City Police Department noticed an increase in the amount of vehicles parked overnight on Saturday night on lower Main Street even though permanent signs are posted on lamp posts restricting parking on Main Street between the hours of 2 a.m. and 6 a.m. The Police Department reported this problem, as they would have to order a tow early in the morning on Sunday for PSSM set up. They additionally noted that the signs were difficult to read as some of the signs were covered up by flower baskets. Staff worked to find a solution with the Police Department and placed noticing barricades on Lower Main Street by 5 p.m. each Saturday for the duration of the market. Even with the additional signage, several cars remained parked overnight and had to be towed. Staff believes additional notification may be required for patrons parking on lower Main Street overnight. Staff does not believe that this is a problem of PSSM, but rather regarding coordination between Parking Services, Police and Special Events for more notification and enforcement of parking regulations.

### Vendor License Plates

As mentioned above, PSSM continues to work to give staff vendor license plate numbers to help ensure that vendors are parking in vendor parking areas including Sand Ridge, top of China Bridge and Park City High School. If a vendor is found to be parked incorrectly, vendors are notified by the Parking Services Department with a flyer and asked to contact either Parking Services Department or PSSM staff to get further information regarding approved parking areas so that other parking areas can be left for residents and as well as our visitors. Vendors who are parked outside of identified vendor locations are not ticketed at this time as long as they are appropriately parked and adhering to time constraints of the particular spaces.

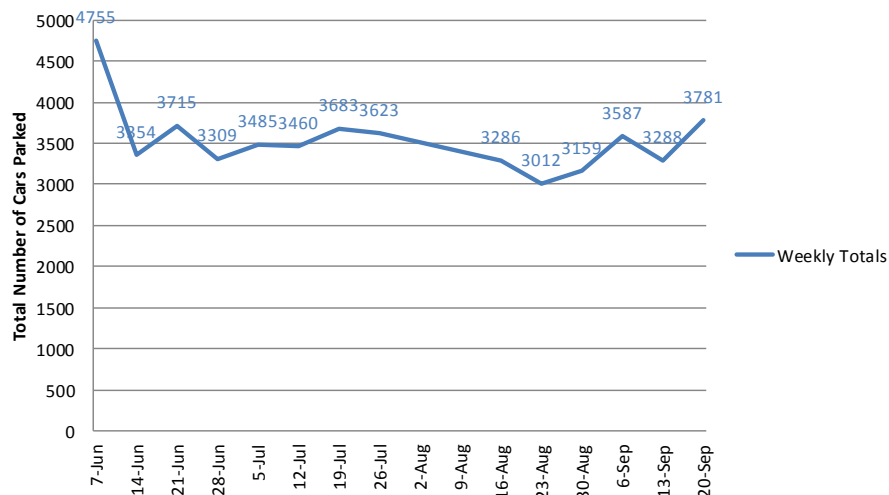
## Exhibit B – 2016 Analysis of PSSM

### 2015 Parking Counts

#### Total Counts

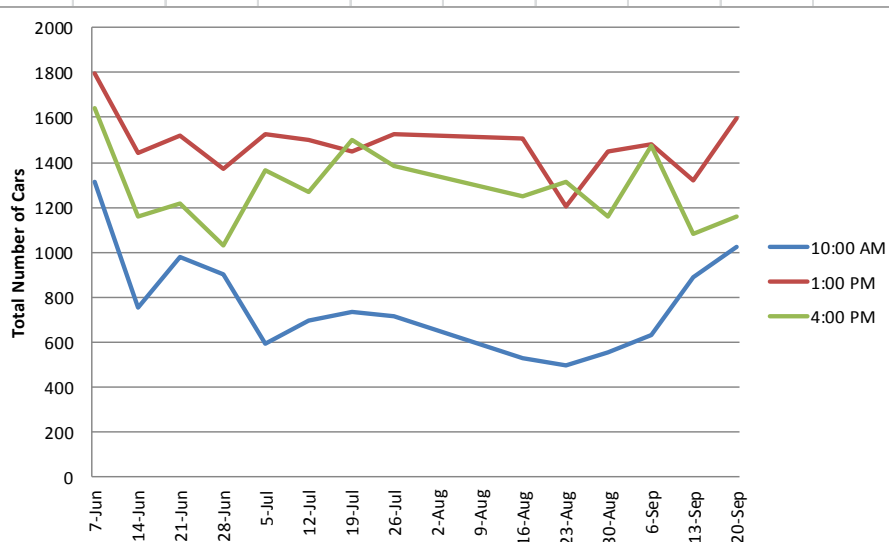
|               | 7-Jun | 14-Jun | 21-Jun | 28-Jun | 5-Jul | 12-Jul | 19-Jul | 26-Jul | 16-Aug | 23-Aug | 30-Aug | 6-Sep | 13-Sep | 20-Sep |
|---------------|-------|--------|--------|--------|-------|--------|--------|--------|--------|--------|--------|-------|--------|--------|
| Weekly Totals | 4755  | 3354   | 3715   | 3309   | 3485  | 3460   | 3683   | 3623   | 3286   | 3012   | 3159   | 3587  | 3288   | 3781   |

#### Season Weekly Totals



#### Hourly Totals of Cars Parked

|          | 7-Jun | 14-Jun | 21-Jun | 28-Jun | 5-Jul | 12-Jul | 19-Jul | 26-Jul | 16-Aug | 23-Aug | 30-Aug | 6-Sep | 13-Sep | 20-Sep |
|----------|-------|--------|--------|--------|-------|--------|--------|--------|--------|--------|--------|-------|--------|--------|
| 10:00 AM | 1316  | 753    | 980    | 905    | 593   | 694    | 734    | 714    | 528    | 495    | 553    | 632   | 889    | 1025   |
| 1:00 PM  | 1794  | 1441   | 1517   | 1374   | 1527  | 1499   | 1446   | 1524   | 1508   | 1202   | 1447   | 1481  | 1318   | 1595   |
| 4:00 PM  | 1645  | 1160   | 1218   | 1030   | 1365  | 1267   | 1503   | 1385   | 1250   | 1315   | 1159   | 1474  | 1081   | 1161   |



#### Side Note:

Sunday August 2nd      Arts Festival  
 Sunday August 9th      Tour of Utah

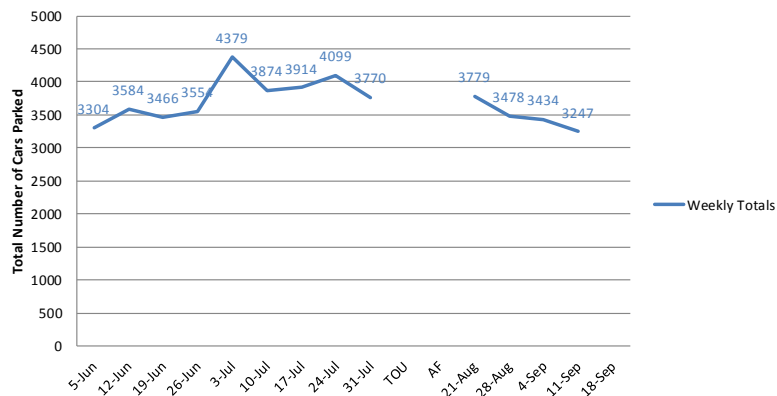
## Exhibit B – 2016 Analysis of PSSM

### 2016 Parking Counts

#### Total Counts

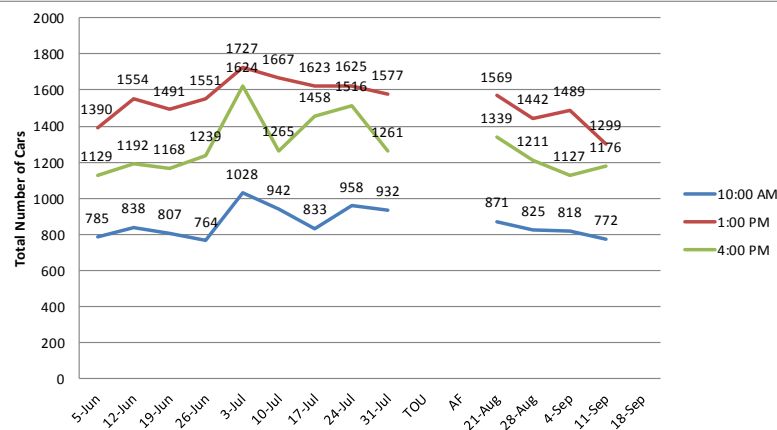
|               | 5-Jun | 12-Jun | 19-Jun | 26-Jun | 3-Jul | 10-Jul | 17-Jul | 24-Jul | 31-Jul | TOU | AF | 21-Aug | 28-Aug | 4-Sep | 11-Sep | 18-Sep |
|---------------|-------|--------|--------|--------|-------|--------|--------|--------|--------|-----|----|--------|--------|-------|--------|--------|
| Weekly Totals | 3304  | 3584   | 3466   | 3554   | 4379  | 3874   | 3914   | 4099   | 3770   |     |    | 3779   | 3478   | 3434  | 3247   |        |

#### Season Weekly Totals



#### Hourly Totals of Cars Parked

|          | 5-Jun | 12-Jun | 19-Jun | 26-Jun | 3-Jul | 10-Jul | 17-Jul | 24-Jul | 31-Jul | TOU | AF | 21-Aug | 28-Aug | 4-Sep | 11-Sep | 18-Sep |
|----------|-------|--------|--------|--------|-------|--------|--------|--------|--------|-----|----|--------|--------|-------|--------|--------|
| 10:00 AM | 785   | 838    | 807    | 764    | 1028  | 942    | 833    | 958    | 932    |     |    | 871    | 825    | 818   | 772    |        |
| 1:00 PM  | 1390  | 1554   | 1491   | 1551   | 1727  | 1667   | 1623   | 1625   | 1577   |     |    | 1569   | 1442   | 1489  | 1299   |        |
| 4:00 PM  | 1129  | 1192   | 1168   | 1239   | 1624  | 1265   | 1458   | 1516   | 1261   |     |    | 1339   | 1211   | 1127  | 1176   |        |



|             |              |
|-------------|--------------|
| August 7th  | Tour Of Utah |
| August 14th | Arts Fest    |

2016 PSSM Key

5x8 Booth

10x10 Booth

Information/First Aid Booth

Cash Stations

Restrooms

Water Stations

Zero Waste Stations

Seating

Music & Entertainment

Beer Garden

Cooking Vendors

Snack Foods

Farmer's Market

Featured Artist

Featured Chef

DABC Line Kids Activities

Packet Pg. 201



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Staff recommends City Council opens and continues to November 17, 2016, the public hearing on Stein Eriksen Lodge Common Area Third Supplemental Sheet to the Stein Eriksen Lodge condominium plat. The Planning Commission conducted a public hearing on September 28, 2016, and continued the item to October 26<sup>th</sup> to allow time for the applicant to revise the plat based on revisions made to scale back the proposed addition. A continuation allows time for Staff to review Commission minutes and draft a Council staff report for the November 17, 2016 meeting.

The Stein Eriksen Lodge Owners Association requests an amendment to the Stein Eriksen Lodge condominium plat, in the form of a Third Supplemental Sheet, to reflect additions to the Lodge for accessory residential uses, guest amenities, and for improvements to the outdoor pool area. All proposed additions are within the existing platted common area and will remain designated as common. The amended condominium plat is required to show structures within the common area.

**Respectfully:**

Kirsten Whetstone, Senior Planner

## City Council Staff Report



**Application #s:** PL-16-03175  
**Subject:** Stein Eriksen Lodge Common Area- Third Supplemental Sheet for All Phases  
**Author:** Kirsten Whetstone, MS, AICP- Senior Planner  
**Date:** November 3, 2016  
**Type of Item:** Legislative - Condominium Plat Amendment

### **Summary Recommendations**

Staff recommends City Council opens and continues to November 17, 2016, the public hearing on Stein Eriksen Lodge Common Area Third Supplemental Sheet to the Stein Eriksen Lodge condominium plat. The Planning Commission conducted a public hearing on September 28, 2016, and continued the item to October 26<sup>th</sup> to allow time for the applicant to revise the plat based on revisions made to scale back the proposed addition. A continuation allows time for Staff to review Commission minutes and draft a Council staff report for the November 17, 2016 meeting.

### **Description**

**Applicant:** Stein Eriksen Lodge Owners Association, Inc.  
represented by Russ Olsen, General Manager  
**Location:** 7700 Stein Way  
**Zoning:** Residential Development (RD-MPD) District as part of  
the Deer Valley Master Planned Development (11<sup>th</sup>  
Amended)  
**Adjacent Land Uses:** Deer Valley Resort, residential condominiums, open  
space, fire station, and Silver Lake Village commercial  
and residential uses.  
**Reason for Review:** Supplemental sheets to condominium plats require  
Planning Commission review and City Council approval

### **Proposal**

The Stein Eriksen Lodge Owners Association requests an amendment to the Stein Eriksen Lodge condominium plat, in the form of a Third Supplemental Sheet, to reflect additions to the Lodge for accessory residential uses, guest amenities, and for improvements to the outdoor pool area. All proposed additions are within the existing platted common area and will remain designated as common. The amended condominium plat is required to show structures within the common area.



**DATE: November 3, 2016**

**TO HONORABLE MAYOR AND COUNCIL**

Staff recommends City Council opens and continues to December 1, 2016, a public hearing on the plat amendment for the 2<sup>nd</sup> Amendment to the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision for Goldener Hirsch Inn. The Planning Commission conducted a public hearing on September 28, 2016, and continued the item to October 26<sup>th</sup> to allow time for the applicant to address issues raised by the Commission. Staff requested further continuation to November 9<sup>th</sup> in order to keep the associated Conditional Use Permit and Deer Valley MPD amendment applications together. A continuation allows time for Staff to review Planning Commission minutes from November 9<sup>th</sup> and to draft a Council staff report for the December 1, 2016 meeting.

The applicants request to amend the Re-subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision plat to:

- 1) Combine Lots F, G and H into one (1) platted lot - Lot I,
- 2) Amend Lot D to reflect the as-built conditions of the existing Goldener Hirsch Inn, and
- 3) Provide a bridge easement for a proposed bridge connecting the existing Inn with the multi-unit residential building proposed on Lot I.

**Respectfully:**

Kirsten Whetstone, Senior Planner



## City Council Staff Report



**Application #s:** PL-15-02966  
**Subject:** 2<sup>nd</sup> Amendment to the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision – Goldener Hirsch Inn  
**Author:** Kirsten Whetstone, MS, AICP- Senior Planner  
**Date:** November 3, 2016  
**Type of Item:** Legislative - Condominium Plat Amendment

### **Summary Recommendations**

Staff recommends City Council opens and continues to December 1, 2016, a public hearing on the plat amendment for the 2<sup>nd</sup> Amendment to the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision. The Planning Commission conducted a public hearing on September 28, 2016, and continued the item to October 26<sup>th</sup> to allow time for the applicant to address issues raised by the Commission. Staff requested further continuation to November 9<sup>th</sup> in order to keep the associated Conditional Use Permit and Deer Valley MPD amendment applications together. A continuation allows time for Staff to review Planning Commission minutes from November 9<sup>th</sup> and to draft a Council staff report for the December 1, 2016 meeting.

### **Description**

**Applicant:** EccKids LLC, owner, represented by Christopher M. Conabee and Silver Lake Village HOA  
**Location:** 7520-7570 Royal Street East, Deer Valley Resort, Silver Lake Village Lots D, F, G and H  
**Zoning:** Residential Development (RD) District subject to the Deer Valley MPD, as amended.  
**Adjacent Land Uses:** Deer Valley Resort, Park City Fire District Station, and residential and commercial condominiums such as Royal Plaza, Mount Cervin, the Inn at Silver Lake, Stein Ericksen Lodge, Chateaux at Silver Lake, and Black Bear Lodge.  
**Reason for Review:** Plat Amendments require Planning Commission review and City Council review and action

### **Proposal**

The applicants request to amend the Re-subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision plat to:

- 1) Combine Lots F, G and H into one (1) platted lot - Lot I,
- 2) Amend Lot D to reflect the as-built conditions of the existing Goldener Hirsch Inn, and
- 3) Provide a bridge easement for a proposed bridge connecting the existing Inn with the multi-unit residential building proposed on Lot I.