



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 28, 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, January 28, 2016.

WORK SESSION

2:30 p.m. Recreation Advisory Board Interview

CLOSED SESSION

2:45 p.m. To Discuss Property, Personnel and Litigation

STUDY SESSION

3:40 p.m. Division of Wildlife Resources Discussion

WORK SESSION (CONTINUED)

4:10 p.m. Council Questions and Comments

4:15 p.m. – Appointment of City Council Liaison to an Arts and Culture Committee

4:20 p.m. – Victim Advocacy Program Update

4:35 p.m. – Additional Resort Communities Sales Tax Budget Update

5:05 p.m. – 2016 Monthly Energy Update: Utilities

5:35 p.m. – Lower Park Ave RFP Scope Direction

REGULAR MEETING

6:00 p.m.

III. ROLL CALL

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Park City Library Listed on National Register of Historic Places
2. Old Town Waste and Recycling Receptacle Update
3. Vehicle Idling Update
4. Western Summit County Project Master Agreement Update
5. Quarterly Financial Report
6. 2015 Holiday Summary

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

VI. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from January 4, 2016

VII. CONSENT AGENDA

1. Approval of Recreation Facilities Master Plan Contract Addendum

VIII. NEW BUSINESS

1. Consideration of Appointments to Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions in the Greater Park City Area
2. Consideration of Ordinance 16-07, an Ordinance Amending Title 4-Licensing: Chapter 1, Definitions; and Chapter 8, Master Festival License, of the Municipal Code of Park City, Utah
3. Consideration of Approval of Joint Venture MOU Extension
4. 2016 Legislative Platform and Overview

IX. ADJOURNMENT

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

See: www.parkcity.org



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

There is currently one (1) Recreation Advisory seat available for appointment to fulfill the remaining term for Becca Gerber; Becca's current term is to expire July, 2017. The application will be found with the Closed Session materials.

Notifications of the opening were posted onsite at the Park City Athletic & Recreation Center and on the Recreation web page and the City webpage, and applications were due December 18th. The Recreation Department staff received a total of four (4) applications for the one Recreation Advisory Board opening. All of the applicants meet the residency requirements set forth in the Ordinance No. 03-06. Three of the applicants will be interviewed during open meeting on January 14th and one will be interviewed on January 28th. After the last interview on January 28th, the Council will need to move into Closed Session to decide which applicant should be chosen to serve on this board.

Respectfully:

Michelle Kellogg, City Recorder



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff and Council have invited representatives of the Division of Wildlife Resources (DWR) to discuss the mission and role of the agency specific to the Park City Area.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



City Council Staff Report

Subject: Division of Wildlife Resources Study Session
Author: Heinrich Deters
Department: Sustainability
Date: January 28, 2016
Type of Item: Study Session

Executive Summary:

Staff and Council have invited representatives of the Division of Wildlife Resources (DWR) to discuss the mission and role of the agency specific to the Park City area.

Acronyms in this Report:

(DNR) Division of Natural Resources
(DWR) Division of Wildlife Resources

Background:

City staff works closely with numerous federal, state and local jurisdictions in attempts to provide seamless planning that best serve the overall Park City community. In terms of the city's protected open space, the Division of Wildlife Resources, an agency of the Division of Natural Resources (DNR) provides assistance in wildlife management.

Division of Wildlife Resources current mission and goals

DWR mission: *Our mission is to serve the people of Utah as trustee and guardian of the state's wildlife.*

Belief statement: The Division of Wildlife Resources maintains sustainable and diverse wildlife populations that are valuable to all citizens of Utah.

Agency goal:

- Improve the overall efficiency and effectiveness of the Division of Wildlife Resources.
- Increase programs that promote teamwork, provide leadership training opportunities, and motivate employees to be more productive, efficient and successful.
- Increase programs to effectively recruit and retain new employees.
- Improve the image of the Division by maintaining high standards of conduct and professionalism among division employees.
- Increase efforts to simplify rules, regulations and guidebooks.

Resource goal:

- Expand wildlife populations and conserve sensitive species by protecting and improving wildlife habitat.

- Protect existing wildlife habitat and improve 500,000 acres of critical habitats and watersheds throughout the state by 2014.
- Increase fish and game populations to meet management plan objectives, and expand quality fishing and hunting opportunities.
- Conserve sensitive species to prevent them from becoming listed as threatened or endangered.

Constituency goal:

- Achieve broad-based support for division programs and budgets by demonstrating the value of wildlife to all citizens of Utah.
- Increase public awareness of wildlife as a quality-of-life issue in order to expand our support base and achieve stable funding.
- Improve communications with wildlife organizations, public officials, private landowners and government agencies to obtain support for division programs.
- Expand programs to recruit and retain young hunters, anglers and wildlife watchers.

Division of Wildlife Resource website: <http://wildlife.utah.gov/>

DWR's general provision, duties and powers are pursuant to Utah State Code Title 23 Wildlife Resources: http://le.utah.gov/xcode/Title23/C23_1800010118000101.pdf

Park City General Plan

The City's General Plan, section four in Natural Settings sets out Community Planning Strategies and City Implementation Strategies to identify and protect wildlife areas. (Page 54)

<http://www.parkcity.org/departments/community-development/planning/general-plan>

Also noted, (4.15) is to collaborate with Summit, Wasatch and Salt Lake Counties on wildlife strategies. Additionally, the Land Management Code, Section 15-2.21-8 outlines the Sensitive Lands Wildlife and Wildlife Habitat Protection. This section includes requirements to protect wildlife habitat and/enhances to the maximum extent practicable for SENSITIVE AND SPECIALLY VALUED SPECIES. These SPECIES include federal and state listed species and "animals and plants of special concern to the Park City Community".

Current Wildlife Issues in Snyderville Basin

The DWR is currently working closely with Summit County and specifically Snyderville Basin residents in managing the growing elk population in the area. Specifically, some trapping and relocation efforts have taken place recently on private parcels along Old Ranch Road.

DWR is hosting an open house meeting on January 27th, 6-8pm at the Sheldon Richins Building. The purpose of the open house is to provide information on the elk management in the area and educate the public on living with wildlife.



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

At the January 7, 2016, City Council meeting, the Council agreed that a City Liaison should sit on the newly formed Arts and Culture Committee that would interact between the City and County on matters to do with art and culture. It is anticipated that a Council member will be selected at the January 28th City Council meeting.

Respectfully:

Michelle Kellogg, City Recorder



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

This is an informal update regarding the Park City Victim Advocacy Program. In this report the progress of program is highlighted, particularly in the area of serving the Latino population within Park City. There is also discussion of additional impact of the Victim Advocacy Program and areas for further attention and improvement.

Respectfully:

Malena Stevens, Victim Advocate Coordinator



City Council Staff Report

Subject: Victim Advocacy Program Update
Author: Malena Stevens
Department: Public Safety
Date: 1/14/15
Type of Item: Informational

Topic/Description:

This report is an informational update on the Park City Victim Advocacy Program.

Background:

Victim Services:

Park City Police Department Victim Advocacy Program works to assist victims of violent crime living, working, and visiting in Park City. As part of the Victim Advocacy Program, victims of violent crime are given support, assistance, and resources to help them become safer and heal from abuse. Advocates continue to provide on-scene crisis intervention to victims of domestic violence, sexual assault, child abuse, and other violent crimes as directed by law enforcement. In addition to crisis intervention, victims are served through follow-up, court assistance and support, and protective order filing. These victims are also connected with other community providers—such as Peace House, Christian Center of Park City, People’s Health Clinic, and Valley Mental Health—for continued treatment and support.

Advocates serve all victims of violent crime regardless of national origin, language, sexual orientation, gender, or any other status. Over the last six months, the Victim Advocacy Program has specifically focused on increasing the quality of our services for the Latino population. Historically, of the clients served by the victim advocacy program between 8-10% are non-English speaking Latinos. Though this is a significant number, many domestic violence incidents involving the Latino population are not being reported. Advocates have focused the last six months on better serving this population through increasing Spanish language services.

Also, approximately 25% of the victims served over the past six months were male, which has been consistent over the past year (the range has been from 15%-30% male victims served per quarter over the past year and a half). Because of the stigma that women are primarily victims of domestic violence and other violent crimes it can be difficult for men to come forward when victimized. The Victim Advocacy Program currently has two male volunteers that are able to assist this population, and the program is working on expanding services for this population as well.

The chart below illustrates the number of male and non-English speaking victims served during the past six months. The numbers include primary and secondary victims (victim family).

Incident Type	Victims Served	Spanish Speaking Victims	Male Victims
Domestic Violence	46	3	10
Child Abuse	16	4	2
Sexual Assault	9	0	1
Assault	11	3	7
Stalking/Harassment	12	0	4
Lewdness	4	0	2
Total Victims	96	10	25

Because the Victim Advocacy Program serves a variety of victims with varying backgrounds and statuses, advocates tailor services for individual victims. Victims are provided with follow-up services regardless of whether or not crisis intervention services were utilized, they are assisted through the court process, and they are connected to other helpful resources within the community. The following chart indicates the primary services advocates provided and the number of victims served within the past six months. Within each category there are multiple services offered that are tailored to each specific victim and her/his situation.

Service Type	Victims Served
On-Scene Crisis Intervention	44
Follow-up Support Services	49
Court Assistance/Support	65
Protective Order Filing Assistance	18

Additional Services:

In addition to serving victims of violent crime, advocates also assist surviving family in unattended death situations and suicides. Advocates provide on-scene support to surviving family members and provide them with helpful information regarding what to do—practically and emotionally—following the death of a loved one. The Victim Advocate Coordinator also acts as a contact person for the family as they wait for information regarding any subsequent investigation.

Volunteer Victim Advocates:

The Victim Advocacy Program currently has four volunteers that have been working with the program for over a year and a half. These volunteers are dedicated to assisting victims, and they work hard to help victims during crisis situations. Advocates work on honing their skills through training sessions held at least every other month, and individual advocates also interface with the Victim Advocacy Coordinator after responding to incidents in order to answer any questions or troubleshoot any difficulties. These volunteers have gone through various trainings, including online training, group training, and individual training. Volunteers also have had the opportunity to attend local and regional conferences to learn from other victim advocates in the area and attend quarterly trainings held by the department.

Because of a well-received article in the Park Record regarding the need for Spanish-speaking volunteers, the Victim Advocate Coordinator was able to recruit three new volunteers with varying levels of Spanish fluency. Two of these volunteers are able to assist during crisis situations, and one of these volunteers will be focusing on follow-up services with Spanish-speaking victims. This expansion to the program will allow for better services for the Spanish-speaking victims and will hopefully encourage reporting to the police when violence has occurred within the Latino community. Because of preconceived notions regarding law enforcement, there is a fair amount of under-reporting of violence within the Latino community, and with increased services advocates hope to open the lines of communication and better protect and serve Latino victims. Advocates also continue to work closely with Spanish speaking officers and the Peace House Bilingual Outreach program to ensure that there is as much support as possible for Spanish-speaking victims.

Significant Impacts:

Coalition Participation:

The Victim Advocacy Coordinator continues to participate in the Summit County Domestic Violence Coalition. Currently, the Domestic Violence Coalition is working to include additional service providers to increase the community response to domestic violence. The Victim Advocate Coordinator also presented a training during the City's Health Fight Week regarding domestic violence. The Domestic Violence Coalition also held its annual Candle Light Vigil during October Domestic Violence month to promote domestic violence awareness and support victims of domestic violence within the community. Victim Advocacy Program information was available for community members during both events.

The Victim Advocate Coordinator also participates on the Summit County Suicide Prevention Coalition. During September Suicide Prevention Month, the Coalition manned a booth at Park Silly market, which provided community members with information regarding suicide prevention and mental health. Members of the Suicide Prevention Coalition also presented a training during the Health Fight Week regarding suicide prevention and available resources through the Speedy Foundation. Members of the Coalition are also working with the high school to draft additional pamphlets and information, and members continue to develop new ways of suicide prevention information dissemination. The Victim Advocacy Program is also working to increase services for the surviving family members of suicide victims, as well as work toward providing additional supports for attempted suicides.

Summit County Behavioral Assessment Committee:

The Victim Advocate Coordinator has joined the Summit County Behavioral Assessment Committee, which is working to develop a mental health/substance abuse needs assessment for Summit County. This committee is still in the early stages, but the goal is to design an assessment tool that will identify gaps and barriers to mental health/substance abuse services within Summit County. This assessment will potentially be useful for local government and service providers in assisting Summit County

residents suffering directly or indirectly from mental health and substance abuse problems. These people need additional support and services to live fuller and more productive lives, and in order to provide the needed support and resources community members must first better understand the issue and implications within Summit County. This assessment will be helpful to victims of violent crime as well because many victims suffer from mental health related issues as a result of their victimization.

Lethality Assessment Protocol:

Park City Police Department together with Summit County Sheriff's Department, Summit County Prosecutor's Office, and the Peace House, are working toward instituting a county-wide Lethality Assessment Protocol. This program is a well-researched protocol begun in Maryland, and four jurisdictions in Utah have now adopted this protocol to better serve victims of domestic violence. To implement this protocol, officers will ask a series of questions to determine a domestic violence victim's propensity for becoming a victim of domestic violence related homicide. Those victims determined to be high risk based on their responses would then be connected with the Peace House. This warm introduction to the Peace House and its services— coupled with a frank conversation with law enforcement regarding current danger— assists victims in understanding the severity of their situation, and helps victims know what options they have in their particular situation.

This protocol was developed in Maryland and has subsequently been utilized in other states; the data in all areas suggests a reduction in domestic violence related homicides, which is a significant issue in Utah. Currently, 42% of homicides in Utah are domestic violence related, and this accounts for 70% of female homicides within the state. Though there have not been any recent domestic violence related homicides in Summit County, this program would assist in potentially preventing future domestic violence related homicides as well as further promoting a community that does not tolerate domestic violence.

There is no additional cost to the city or county in order to implement this new protocol. The average increase per domestic violence call for officers is 10-12 minutes, and all victim advocacy services would continue as currently implemented.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Program Impact?	<ul style="list-style-type: none"> + The Behavioral Assessment Committee assessment tool will assist law makers in allocating scarce resources to mental health services. + Supporting victims and connecting them with support services can ease economic impact of the trauma. 		<ul style="list-style-type: none"> + Providing Continued support for victims and their families. + Providing increased services to Latino and male populations. + Continued community partnerships increases inclusivity of services. 	<ul style="list-style-type: none"> + Lethality Assessment Protocol potentially saves lives. + Program continuously looks at ways to be more responsive and supportive to victims.
Assessment of Overall Impact on Council Priority (<i>Quality of Life Impact</i>)	Very Positive 	Neutral 	Very Positive 	Very Positive 
Comments:				

Analysis:

The Victim Advocacy Program continues expanding in a positive direction. More victims continue to be served, and more community members are becoming aware of advocacy services. Advocates are also doing a better job in serving victims in underserved communities, and they are working to promote reporting amongst these populations. The Victim Advocate Coordinator’s participation in various community committees and projects, as well as continued participation in domestic violence and suicide prevention coalitions has assisted with exposure of the advocacy program and its resources. This participation has also allowed advocates to develop additional relationships with service providers within the community. Along with collaborations gained from various committee and coalition participation, instituting the Lethality Assessment Protocol in Park City will also assist victims of domestic violence in better accessing services within the community. Program volunteers also provide additional sources of exposure for the program as additional volunteers are recruited and trained, and as volunteers explain our program to their friends, family, and associates. This is particularly important amongst underserved populations including the Latino and male populations.

Next Steps:

Though the Victim Advocacy Program now includes advocates with Spanish language ability, this area of the program needs to be developed further. This will be done through recruiting additional Spanish-speaking volunteers as well as developing additional educational materials for Spanish-speaking victims and their families. New and

experienced advocates will continue to receive on-going training, including diversity training, to ensure that advocates are increasingly sensitive to the needs of underserved populations within Park City.

The Park City Police Department, Park City Attorney's Office, Summit County Sheriff's Office, Summit County Attorney's Office, and Peace House will continue working towards implementing a county-wide Lethality Assessment Protocol for domestic violence victims. To implement this protocol, additional communication will need to take place between all involved parties, and officers will need to be trained regarding this protocol. Some officers have already attended train the trainer trainings and are ready to begin the officer training process. Trainings will begin after Sundance with full implementation of the program beginning March 1, 2016.

Recommendation:

This Staff Report is an informal update to Council on the Park City Victim Advocacy Program.



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff intends to provide Council with a historical background of the additional resort communities sales tax program and provide an update on associated project progress and budget standing in preparation for the FY 2017 Budget Process and development of the 5-year Capital Improvement Plan.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Additional Resort Communities Sales Tax
Project and Budget Update
Author: Nate Rockwood - Capital Budget, Debt & Grants Manager
Department: Budget, Debt & Grants Department
Date: January 28, 2016
Type of Item: Informational

Summary Recommendation:

Whereas this report is informational, no action is needed.

Executive Summary:

Staff intends to provide Council with a historical background of the additional resort communities sales tax program and provide an update on associated project progress and budget standing in preparation for the FY 2017 Budget Process and development of the 5-year Capital Improvement Plan.

As part of the 2-year budget and 5-year CIP process, Council will provide direction to the City Manager and staff regarding funding allocations for projects and departmental operating budgets. This process involves careful examination and understanding of the Council's goals and priorities, current programming and projects, and forecasted revenues and expenditures. It is the philosophy of the Budget Department that Council can make the best decisions regarding allocation of resources when the needs of the City can be evaluated holistically.

As part of the budget process, staff will present several updates and informational sessions which are intended to provide Council with a solid background for this holistic budget process. An understanding of the Additional Resort Communities Sales Tax history and project budget is relevant to the CIP process. As City Council's goals and priorities are refined and evaluated, the Additional Resort Communities Sales Tax Plan should be evaluated as a significant funding tool available for accomplishing Council's goals, as was recently the case for affordable and attainable housing priorities during the last budget process.

Over the next several months, the City Manager and budget department staff will hold Council work sessions refining the City's Strategic Plan. As part of this process staff will present the annual Financial Impact Assessment Report (FIAR). The FIAR is a 10-year projection of the City's General Fund expenditures and revenues. The FIAR analysis and Council direction initially set funding levels for the General Fund and Capital Fund Transfer and therefore is often shown overlaid with the Additional Resort Communities Sales Tax Plan. In early March, staff will also present Council with a capital preview work session. This session is intended to provide Council an overview of the capital needs of the city and potential funding sources. Input received from Council during the Strategic Study Sessions, presentation of the FIAR, Capital Budget Preview and this Additional RCST work session will be reflected in the City Manager's Recommended Budget in April.

Topic/Description:

Additional resort communities sales tax funding, budget and project progress.

Acronyms in this Report:

CIP – Capital Improvement Plan

OTIS – Old Town Improvement Study

Additional RCST - Additional Resort Communities Sales and Use Tax

FY – Fiscal Year

FIAR - Financial Impact Assessment Report

Background:

On November 29, 2012 after approval of a city wide ballot proposition, City Council unanimously passed an ordinance adopting an additional .5% Resort Communities Sales and Use Tax to be levied beginning April 1, 2013. At that time, Council confirmed that all revenue generated with the additional .5% Resort Communities Sales Tax be received directly into the Capital Improvement Fund (031) to be used for but not limited to the following capital projects, Historic Park City/Main Street & Downtown Projects, OTIS, Storm Drain Improvements, Open Space Acquisition and other capital improvement projects as determined appropriate by City Council.

The Additional RCST was originally budgeted with designated amounts going towards the following projects:

Designated Project 2014 - 2021	Total Funding Amount
Historic Park City/ Main Street & Downtown Projects	\$14.5 M
OTIS	\$8.5 M
Open Space	\$15 M
Storm Drain Improvements	\$8.5 M
Total	\$46.5 M

Project allocation with adoption of sales tax ordinance and FY 2013 Budget

The timing of the project budgets correlated with anticipated debt issuance, available cash and project schedules.

In the FY 2015 and 2016 Budget process, Council adopted modifications to the 5-year CIP and Additional RCST Funding Plan which included additional project funding for Main Street Asset Management, Deer Valley Drive (phase II) and Affordable/Attainable Housing Land Acquisition. In order to plan for debt issuance, available cash and project scheduling, project phases were created with funding, both cash and debt, staggered over an eight year time period. The following table shows the current adopted project schedule. This schedule correlates directly with the adopter 5-year CIP.

Long Range Financial Model Scenario A/B - Accelerated funding for OTIS (with FY 2016 Affordable Housing Projects)												
Project	Funding Type	Total Funding	Funding Available by Fiscal Year									
			FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	
OTIS (Phase A)	Cash	\$ 1,800,000	\$ 1,644,959									
OTIS (Phase B)	Debt	\$ 2,300,000	\$ 500,000	\$ 2,300,000								
OTIS (Phase C)	Cash	\$ 1,900,000			\$ 633,333	\$ 633,333	\$ 633,333					
OTIS (Phase D)	Debt	\$ 2,500,000					\$ 2,500,000					
Downtown Projects (Phase II)	Debt	\$ 3,000,000	\$ 3,000,000									
Downtown Projects (Phase III)	Debt	\$ 3,500,000				\$ 3,500,000						
Downtown Projects (Phase IV)	Debt	\$ 3,200,000						\$ 3,200,000				
Downtown Projects (Cash)	Cash	\$ 1,800,000			\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000			
Additional Open Space (Phase I)	Debt	\$ 3,000,000	\$ 3,000,000									
Additional Open Space (Phase II)	Debt	\$ 4,000,000		\$ 4,000,000								
Additional Open Space (Phase III)	Debt	\$ 5,000,000				\$ 5,000,000						
Additional Open Space (Cash)	Cash	\$ 3,000,000	\$ 1,500,000	\$ 1,500,000								
Storm Drain System (Cash)	Cash	\$ 4,001,154	\$ 761,154	\$ 1,080,000	\$ 1,080,000	\$ 1,080,000						
Storm Drain System (Debt)	Debt	\$ 4,500,000						\$ 1,500,000		\$ 1,500,000		
DeerValley Dr. Phase II	Debt	\$ 1,010,000	\$ 950,000		\$ 60,000							
Downtown Improvement Maintenance Fund	Cash	\$ 800,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Affordable & Attainable Housing Land Acquisition	Debt	\$ 5,000,000			\$ 2,000,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000			
Affordable & Attainable Housing Private Land Acquisitions #1	Cash	\$ 250,000			\$ 250,000							

Expanded funding schedule "FY 2016 Additional RCST Plan"

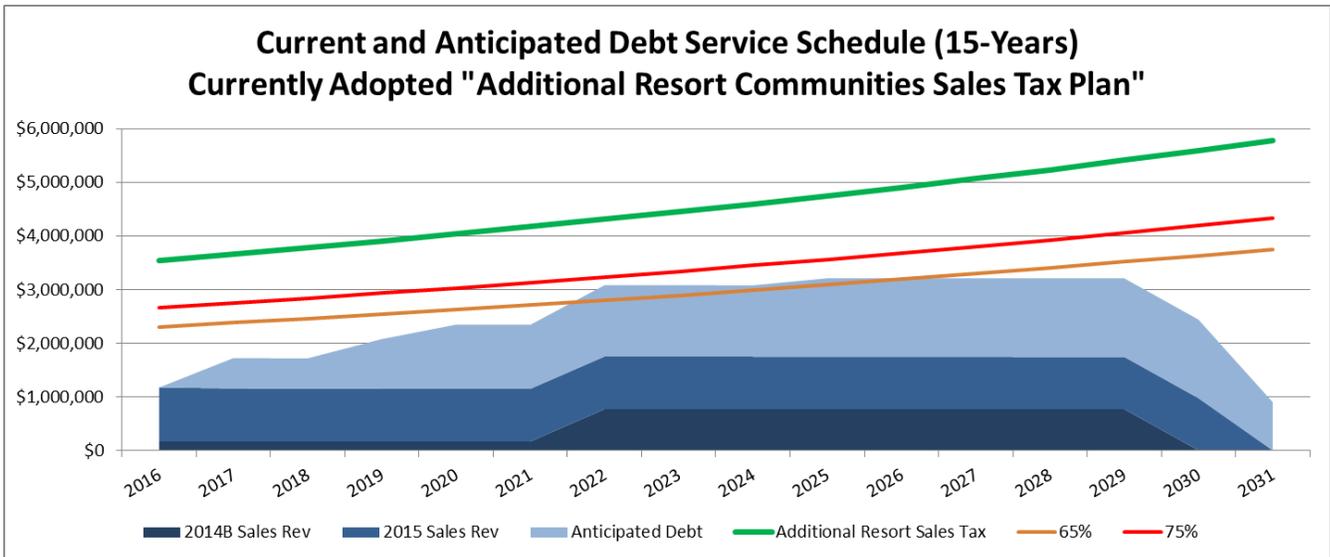
Analysis:

Projected revenue and debt capacity

Since the beginning of the tax collection in April 2013 thru the end of FY 2015, the City has collected just over \$7,250,000 in Additional RCST and has issued two Sales Revenue Bonds against the revenue stream. The first issuance as the 2014B Series \$5,375,000 bonds and the second as the 2015 Series \$12,000,000 bonds. Equating to a total outstanding debt pledged against the revenue of \$17,375,000 (\$21,891,000 remaining P&I) with the debt to be retired in 2029 and 2030 respectively.

Budget staff continues to recommend that debt pledged against the anticipated revenue or annual debt service payment not exceed 75% of the annual revenue amount anticipated. This debt threshold, will at a minimum, protect the City's ability to make debt service payments in the event of a downturn in the economy without the need to use sales revenue budgeted for operational needs. Ideally staff recommends an ongoing threshold somewhere between 65% to 75% of the annual revenue, which would provide greater budget flexibility and some degree of operating coverage in the event of an economic downturn or other reduction in sales tax collections. In the current budget, sales tax revenue accounts for approximately 34% of the General Fund expenditures, 75% of the Transit Fund operating expenditures and 68% of capital expenditures in the Capital Fund (Fund 31).

Currently, debt service accounts for an average of 31% of the anticipated Additional RCST revenue over the life to the two 15-year bonds, with revenue projected at a 4.3% average growth over the same period. FY 2022 and 2023 represent the lowest debt to revenue ratio with debt service for the two years averaging 37% of the anticipated revenue. Following the 75% debt limit guidelines recommended by staff, the maximum issuance of a 15-year sales revenue bond in FY2016 would be approximately \$31 million, if the debt were structure for maximum size (as opposed to optimal rate). The following chart illustrates the 15-year Debt Capacity. The chart includes anticipated debt issuance but does not include related cash expenditures or anticipated cash expenditures.



15-year Debt Capacity Chart (Includes only debt and revenue related to the Additional RCST)

Over the same 15-year time period, if revenue growth remained consistent, it is expected that the remaining 25% of the Additional RCST would generate approximately \$17.5 million (\$934,000 in FY 2017, growth rate 4.3% annually).

Projects Update and Projected Budget

Open Space Acquisition

The initial Additional RCST Plan designated \$15 million in open space acquisition over the first four years of the plan. To date, the City has expended \$10,400,000 on open space acquisitions. Under the current allocation, the budget anticipates an additional \$4.6 million over the remaining 15-year schedule for open space acquisition. It has been discussed previously by Council that a percentage of the ongoing revenue stream may be allocated ongoing to open space acquisition. As Council considers any increases to projects funded as part of the Additional RCST Plan they should also recommend an ongoing open space funding strategy, whether through the allocation of the Additional RCST or through other funding mechanisms such as General Obligation bonds.

Historic Park City/ Main Street & Downtown Projects

The Historic Park City/ Main Street & Downtown Projects were originally budgeted at \$14.5 million with budget allocations phased over a seven year time period. The budget was based on the 2012 Historic Park City Improvement Plan Project List. The project list included a tentative project phasing plan based on short (1-5 years) and long (5-10 years) term needs. The project list was also divided in to two primary project categories, streetscape projects and plaza/pass-through projects. Future phased projects cost estimates were inflated by 3% per year.

The total estimated project cost for the plaza/pass-through was \$8.2 million, total estimated streetscape projects cost was \$6.4 million. Of the plaza costs the Brew Pub Plaza was the single highest cost on the project list at a budgeted amount in FY2015 of just under \$3.9

million. This project accounted 27 percent of the total \$14.5 million allocated to the Historic Main Street & Downtown Projects.

During the initial stages of construction planning in FY 2012, staff returned to Council for a discussion of streetscape and pass-through design elements and materials. Council directed staff to proceed with an option to use of granite pavers for the project. Council acknowledged at that time that the use of the pavers should be a consistent design element throughout the streetscape, pass-through and plaza design and that the use of materials would increase the overall cost of the project. It was estimated at that time that these costs would be close to \$2,000,000. This would bring the total project allocated funds from the Additional RCST to \$16.5 M.

To date, approximately half of the streetscape improvement costs have been completed at a cost of \$2,527,000. It is estimated that completing the remaining streetscape improvement will cost \$2,250,000. To date, \$2.2 million has been expended on plaza/pass-through projects. Based on current estimates, completing the remaining plaza/pass-through as currently envisioned would require \$10.3 million (\$7 million Brew Pub), for a total plaza/pass-through cost of \$12.5 million or a 52% increase to the initial plaza/pass-through estimated costs.

The Sustainability staff has prepared an updated project cost list which includes updated estimates for the remaining plazas, pass-through and streetscape projects. This includes the Brew Pub plaza at a total budget of \$7 M. The total remaining projects are estimated to cost \$14 M. This would require a total budget allocation for the Main Street project of \$19.1 M. Sustainability staff has recommended adjusting the project list to fund high priority projects by reducing some low priority items. This option would require the total budget allocation for the Main Street project of \$17.6 M.

OTIS

Based on cost estimates include in the updated 2011 Old Town Improvement Study (OTIS), the Additional RCST Plan designated \$8.5M (in four phases between 2014 and 2018) to complete the remaining OTIS projects. To date, \$2.8 M of the Additional RCST has been expended on the OTIS projects. This represents an approximate value of 30% of the remaining OTIS projects as listed in the 2011 study. The street replacement portion of the OTIS projects have come in 10 to 15 percent over the estimated project budgets. It has been recently estimated that in order to finish the remaining OTIS project list, it would require an additional budget allocation of \$750,000. If adjusted as part of the CIP process; this would bring the total OTIS budget to be funded with the Additional RCST to \$9.25 M.

Storm Drain Improvements

Storm water expenditures to date have primarily consisted of storm water repairs and improvements to other improvement projects scheduled within the Additional RCST Plan, such as Deer Valley Drive, the Historic Main Street & Downtown Projects and OTIS projects. Expenditures to date total about \$1.6 million. The City is in the process of updating the storm water capital plan and providing potential funding options for a storm water utility. The Additional RCST Plan allocates a total amount of \$8.5 million towards storm water improvements between FY 2014 to 2021.

Deer Valley Drive (phase II)

As part of the FY 2015 budget process, Council approved funding for the second phase of the Deer Valley Drive street reconstruction and beautification project. Deer Valley Drive (phase II) included improvements to sidewalks and bridges, lighting, landscaping and the storm drain system. The revised Additional RCST Plan included \$1,010,000 for improvements. An additional \$100,000 of the Additional RCST was expended as part of the related storm drain improvements.

Attainable Housing (Land Acquisition)

As part of the FY 2016 budget process, after an evaluation of forecasted revenues and in an effort to fund Council’s critical priorities, Council adopted the 2016 Capital Improvement Plan which included an additional \$5,250,000 budget for the acquisition of property to be used for affordable and attainable housing projects. The CIP budget included \$250,000 in funding for the purchase of a portion of the Sommer property in September 2015. The remaining \$5 M is budgeted at \$2 M in FY2016 and \$750,000 per year, available in FY 2017 thru 2020. To date, no expenditures other than the Sommer purchase have been made using the Additional RCST.

The following table shows the Additional RCST Plan as currently budgeted, Project to date actuals and potential budget allocations to be discussed as part of the upcoming CIP budget process:

Additional Resort Community Current Project Funding Summary			
Current Budgeted Projects 2014 - 2021	Total Funding Allocation	Amount Expended to Date	Estimated Potential Need*
Historic Park City/ Main Street & Downtown Projects	\$14.5 M	\$4.74 M	\$17.5 M
OTIS	\$8.5 M	\$2.8 M	\$9.25 M
Open Space	\$15 M	\$10.24 M	\$15 M (TBD)
Storm Drain Improvements	\$8.5 M	\$1.6 M	\$8.5 M
Deer Valley Drive (phase II)	\$1.01 M	\$1.01 M	\$1.01 M
Housing Projects	\$5.25 M	\$250 K	\$5.25 M
Total	\$52.76 M	\$20.64 M	\$56.5 M

* To be evaluated as part of FY 2017 CIP budget process

Departmental Review:

This report has been reviewed by the Legal Department, Budget Department, and City Manager.

Alternatives:

- A. **Approve:** Council should hold a discussion on the Additional RCST Plan and provide preliminary direction in preparation for the FY 2017 budget process. Staff will return to Council over next 4 months with Strategic Planning Sessions, Financial Impact Assessment Report, Capital Budget Preview and the City Manager’s Recommended Budget in April in preparations for adopting the final budget in June.

- B. **Deny:** N/A
- C. **Modify:** Council could request additional information and have staff return for further discussion on the Additional RCST Plan.
- D. **Continue the Item:** Same as alternative A
- E. **Do Nothing:** Same as alternative A

Significant Impacts:

An understanding of the history and intent, as well as the current and future allocation of the Additional RCST will be critical to the 2017 budget process.

Funding Source:

No funding needs are associated with this report. Any preliminary project funding recommendations from Council will be incorporated in the upcoming 5-year CIP process.

Recommendations:

Whereas this report is informational, no action is needed.



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

The total use and the source of our energy are primary contributors to Park City's municipal and citywide carbon footprint. In order for us to achieve our 2022 and 2032 net zero goals, we need to make significant progress in addressing the consumption and source of our electricity and natural gas. This report summarizes the impact and the broader strategies in addressing our utilities and energy sources.

Respectfully:

Matt Abbott, Environmental Program Manager



City Council Staff Report

Subject: 2016 Monthly Energy Update: Utilities
Author: Ann Ober, Senior Policy Advisor
Matt Abbott, Environmental Project Manager
Department: Sustainability
Date: January 28, 2016
Type of Item: Work Session: Informational

Summary Recommendations:

Staff is not seeking a recommendation at this time. Staff is requesting any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities. Staff is also seeking assignment of a Councilmember to participate in negotiations with Rocky Mountain Power specific to program development.

Executive Summary:

The total use and the source of our energy are primary contributors to Park City's Municipal and Citywide carbon footprint. In order for us to achieve our 2022 and 2032 Net Zero goals, we need to make significant progress in addressing the consumption and source of our electricity and natural gas. This report summarizes the impact and the broader strategies in addressing our utilities and energy sources.

Acronyms:

EIA	Energy Information Administration
EPA	Environmental Protection Agency
IOU	Investor owned utility
IPCC	Intergovernmental Panel on Climate Change
PSC	Public Service commission
PV	Photovoltaic
RMP	Rocky Mountain Power
SCPW	Summit Community Power Works

Background:

Topic History

At the September 3, 2015 City Council meeting Council requested that staff return in Work Session with a report discussing the possibility of elevating Carbon Reduction and/or Energy Conservation to a Critical Priority.

At the September 24, 2015 City Council meeting staff presented *City Council Critical Priorities: Should carbon reduction and/or energy conservation be added as a third Critical Priority?*

(http://parkcityut.igm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=2067&MediaPosition=4500.751&ID=1432&CssClass=). City Council elevated Carbon Reduction and/or Energy Conservation to a Critical Priority.

At the October 29, 2015 City Council meeting staff presented *Monthly Update on New Critical Priority Carbon Reduction & Energy Conservation*
(http://parkcityut.ig2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=2077&MediaPosition=9927.147&ID=1462&CssClass=)

At the November 19, 2015 City Council meeting staff presented *Monthly Energy Update: Background Discussion*
(http://parkcityut.ig2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=2071&MediaPosition=198.971&ID=1509&CssClass=)

At the December 17, 2015 City Council meeting staff presented *Monthly Energy Update: Road Map*
(<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2082&Inline=True>)

This report is the fourth monthly update. In future reports, this history will be found in Exhibit A.

Our Utilities

Park City Municipal purchases energy from three utilities: Rocky Mountain Power, Questar Gas Company, and Summit Energy.

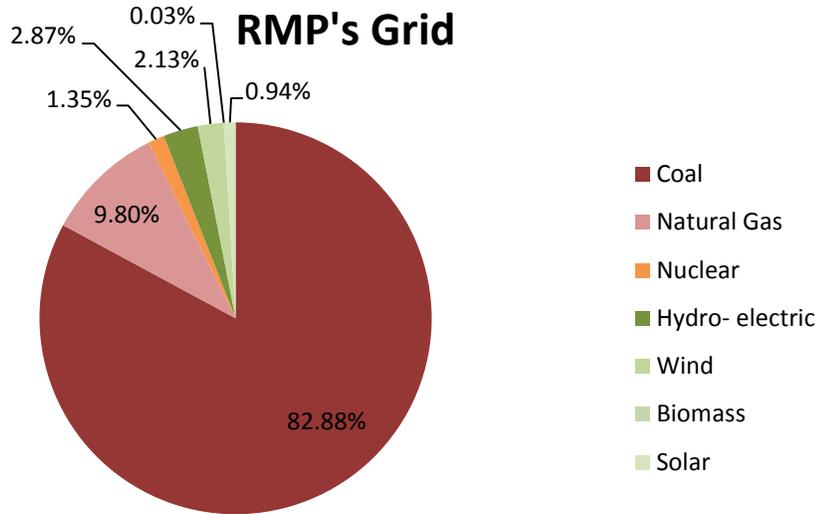
Rocky Mountain Power (RMP) is Park City Municipal's electricity utility. RMP is a subsidiary of PacifiCorp, which is a subsidiary of Berkshire Hathaway Energy, a holding company, owned by Berkshire Hathaway. RMP is an investor owned utility (IOU), operates as a monopoly, and is regulated by Utah's Public Service Commission (PSC). RMP serves customers in Idaho, Utah, and Wyoming.

Questar Gas Company is Park City Municipal's primary natural gas provider. Questar Gas Company is held by Questar Corporation. Questar is an investor owned utility and is regulated by Utah's Public Service Commission. Questar serves customers in Idaho, Utah, and Wyoming.

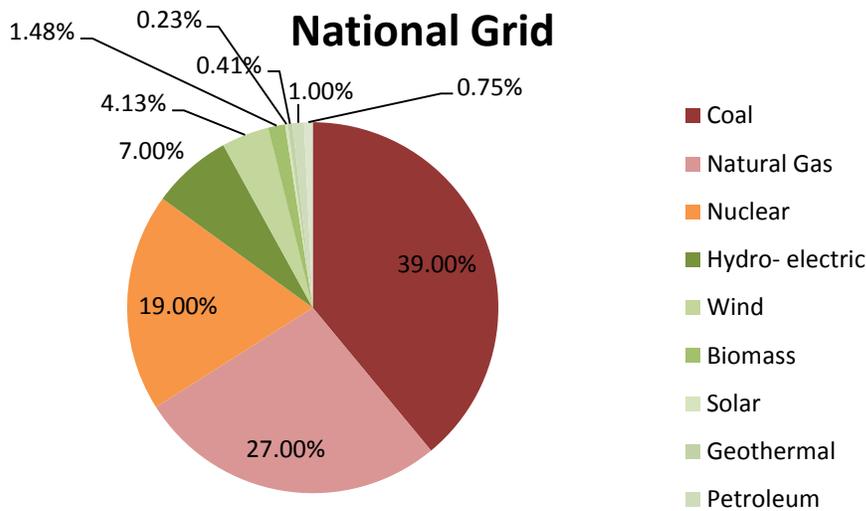
Summit Energy is Park City Municipal's bulk natural gas provider, with four active meters accounts. Summit Energy is privately held and headquartered in Salt Lake City. Summit Energy's delivery costs are regulated by Utah's Public Service Commission.

Environmental Impact

According to staff's assessment of the Utah energy data made available by the U.S. Energy Information Administration (EIA), RMP's blend is estimated as follows:



When compared to the national grid, an aggregation of all energy generated and consumed in the United States, RMP's energy blend is significantly more polluting.



RMP's current and projected dependence on coal is a major contributor to Park City's Municipal and Citywide carbon footprint. According a 2014 Intergovernmental Panel on Climate Change (IPCC) report assessing CO₂ lifecycle equivalents for various energy sources:¹

- Coal produces a median of: 820 gCO₂eq/kWh
- Natural gas produces a median of: 490 gCO₂eq/kWh
- Solar PV produces a median of: 48 gCO₂eq/kWh
- Hydro produces a median of: 24 gCO₂eq/kWh

¹ Lifecycle Greenhouse Gas Emissions of Energy Sources https://en.wikipedia.org/wiki/Life-cycle_greenhouse-gas_emissions_of_energy_sources

In plain English, coal is roughly 1.7 times more polluting than natural gas, 17 times more polluting than solar PV, and 34 times more polluting than hydro. The source and total consumption of our electricity presents the greatest potential to decrease our Municipal and Citywide carbon footprint. The two strategies to address this are energy efficiency and fuel switching.

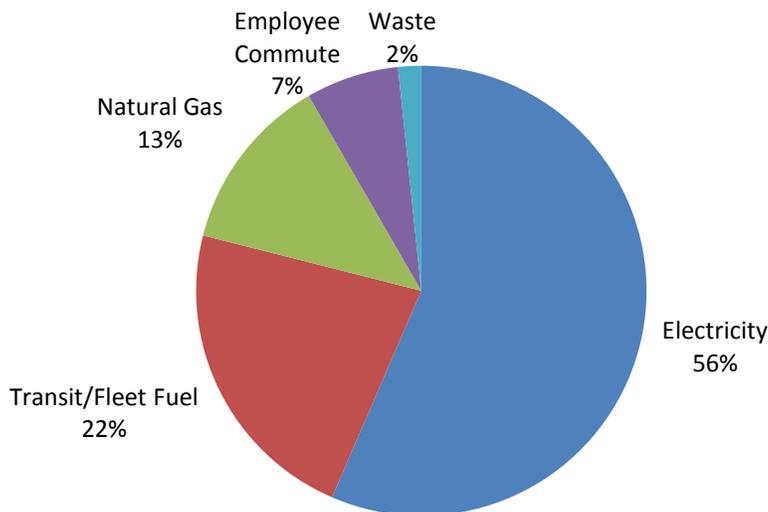
Questar Gas Company and Summit Energy present a simpler equation. In both cases, Park City's natural gas suppliers deliver methane (CH₄) sourced from fossil fuels. In itself, methane is a potent greenhouse gas. According to the U.S. Environmental Protection Agency² methane is 28-36 times more potent than CO₂ as a greenhouse gas with an atmospheric lifespan of 12 years. In assessing the full lifecycle of methane, leakage, especially at the wells, is the primary obstacle in methane sincerely fulfilling its role as a bridge fuel. Similar to electricity, the two strategies to mitigate natural gas' environmental impact are energy efficiency and fuel switching. Park City may have the opportunity to purchase wholesale biogas sourced renewably from anaerobic digesters.

Analysis:

Directly addressing the source and total consumption of Park City Municipal's and Citywide total utility energy use is critical to accomplishing our 2022/2032 goals. Our utilities are the best understood and highest leverage routes to significant carbon pollution reductions.

Park City Municipal's Carbon Footprint

The pie chart below illustrates the components of Park City Municipals approximately 22,000 ton (CO₂e) carbon footprint.



² Overview of Greenhouse Gases: Methane Emissions
<http://www3.epa.gov/climatechange/ghgemissions/gases/ch4.html>

As you can see, a full 68% of Park City Municipal's carbon footprint can be attributed to the source and use of utility energy. Staff does not have current or accurate data summarizing the Citywide carbon footprint but anticipates a similar distribution.

Natural Gas

As previously stated, the two primary ways to address the source and consumption of natural gas are biogas and efficiency, respectively. Staff has been approached by resident Glen Perry who is leading the development and redevelopment of at least two anaerobic digesters in the Salt Lake Valley. Anaerobic digesters process organic wastes into compost and biogas. There may be an opportunity to enter into a biogas contract with these digester operations. This would allow Park City to fuel switch our natural gas to biogas with no impact to infrastructure or our suppliers. Secondly, participation in a compost program could generate additional offsets while participating in our own biogas creation. In 2016, Park City is projected to generate approximately 12,000 tons of municipal waste. At least a third of that waste is organic. In carbon accounting terms, responsibly composting 4,000 tons of organic waste would offset roughly 2,000 tons CO₂e, or 10% of our total municipal carbon footprint. There are a number of logistical, educational, and policy obstacles to clear for this program to be a reality. Many commercial composting operations take two to three years to establish and many years to perfect.

Efficiency is the other major strategy in addressing natural gas consumption. Consultants engaged in the Water Department's Water & Energy Conservation Program are currently assessing consumption across all Water Department assets. City staff has also initiated audits. Staff's goal is to optimize each facility's natural gas use so that ongoing natural gas demands are predictable. This strategy represents an operational best practice as well as the clearest route to a possible long-term biogas contract.

Summit Community Power Works (SCPW), Park City and Summit County's Georgetown University Energy Prize (www.quep.org) team, is the primary resource in advancing Citywide reductions in natural gas use.

Electricity

Similar to natural gas, the two primary strategies in addressing the carbon footprint associated with our electricity consumption are energy source and efficiency. Achieving our 2022 and 2032 goals are significantly less likely without a substantial shift in the source of our electricity.

Staff has identified three, broad routes to achieve a significant shift in the source of our electricity:

- 1) direct opportunities with Rocky Mountain Power,
- 2) legislatively enabled opportunities with Rocky Mountain Power, and
- 3) opportunities without Rocky Mountain Power.

In pursuing the first two routes, staff has initiated formal discussions with Rocky Mountain Power. An initial meeting was held on January 22, with a second meeting

scheduled for early February. Staff is requesting that a Councilmember serve as a liaison in this process. Technically, the newly developed program will more than likely require Public Service Commission involvement and possibly State Legislative involvement. Both Rocky Mountain Power and Park City staff are working towards a mutually beneficial outcome where we are leading these conversations together.

Efficiency is the primary strategy in actively addressing electricity consumption. Staff has been successful in addressing basic conservation measures, like the full conversion to LED lighting, and is progressing to more complicated and aggressive measures. The Water Department's Water & Energy Conservation Program best represents the complexity and reward of deep efficiency work. In assessing everything assets, operations, seasonality, technology, and improved data analysis Water is working towards an optimized system. The result will be a system that is well understood and utilized, making the best use of money and energy. This strategy will be replicated in other City departments, with aspects of the program being scaled Citywide and beyond.

Summit Community Power Works (SCPW), Park City and Summit County's Georgetown University Energy Prize (www.quep.org) team, is the primary resource in advancing Citywide reductions in electricity use.

Department Review:

Sustainability, Legal, and Executive.

Alternatives:

A. Approve:

Approve staff's current approach in addressing the consumption and source of our utility provided energy. Provide staff with any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities. Assign a Councilmember to participate in negotiations and program development with Rocky Mountain Power.

[STAFF RECOMMENDATION]

B. Deny:

Deny all or portions of staff's current approach in addressing the consumption and source of our utility provided energy. This will result in significant obstacles in achieving both the 2022 and 2032 Net Zero Goals. Provide staff with any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities. Choose not to assign a Councilmember to program development with Rocky Mountain Power.

C. Modify:

Modify all or portions of staff's current approach in addressing the consumption and source of our utility provided energy. This may result in obstacles in achieving both the 2022 and 2032 Net Zero Goals. Provide staff with any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities.

D. Continue the Item:

Continue the Item of staff’s current approach in addressing the consumption and source of our utility provided energy. This may result in obstacles in achieving both the 2022 and 2032 Net Zero Goals. Provide staff with any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities.

E. Do Nothing:

Do nothing, which may result in obstacles in achieving both the 2022 and 2032 Net Zero Goals. Provide staff with any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	<ul style="list-style-type: none"> ~ Accessible and world-class recreational facilities, parks and programs ~ Balance between tourism and local quality of life + Unique and diverse businesses + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand 	<ul style="list-style-type: none"> ~ Managed natural resources balancing ecosystem needs + Effective water conservation program + Reduced municipal, business and community carbon footprints + Enhanced conservation efforts for new and rehabilitated buildings 	<ul style="list-style-type: none"> + Skilled, educated workforce + Diverse population (racially, socially, economically, geographically, etc.) 	<ul style="list-style-type: none"> + Fiscally and legally sound + Engaged, capable workforce + Well-maintained assets and infrastructure + Engaged and informed citizenry + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Positive 	Very Positive 
Comments: Successful carbon mitigation and climate adaptation will have numerous beneficial byproducts.				

Energy:

This work will significantly improve the efficiency of used energy municipally and Citywide. Staff is working to reduce the amount of pollution associated with this energy.

Funding Source:

Staff is not requesting additional funds at this time.

Consequences of not taking the recommended action:

If no action is taken, there may result in obstacles in achieving both the 2022 and 2032 Net Zero Goals.

Recommendation:

Staff is not seeking a recommendation at this time. Staff is requesting any and all feedback as it relates to Energy as a critical priority, particularly as it relates to our utilities. Staff is also seeking assignment of a Councilmember to participate in negotiations with Rocky Mountain Power specific to program development.

Exhibits:

None.



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

On November 19, 2015 the City Council reviewed the findings from the interviews and outreach, workshops and design studio conducted over the past nine months for the city-owned properties in the Lower Park. Council directed staff to proceed with a Request for Proposals to move the process from Community Engagement and Schematic Design and into issuing an RFP for refinement of the community center and housing programming and ultimately construction.

At this time, the City council should review the outlined scope of an RFP based on the relevant background and specific discussion on November 19, 2015. Council should provide staff with any changes to the scope or timeline and direct staff to pursue an RFP to begin implementation.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager



City Council Staff Report

Subject: Lower Park Avenue City Owned Property Next Steps
Author: Jonathan Weidenhamer, Economic Development Manager
Department: Economic Development
Date: January 28, 2016
Type of Item: Work Session

Summary Recommendation:

City Council should review the outlined goals and scope and direct staff to proceed with a Request for Proposals to begin implementing housing and a community center in the Lower Park Avenue Redevelopment Area. Staff seeks specific discussion on the RFP outline including goals, tasks, and timeline. Council should also carefully consider the Alternatives Section at the end of the report.

The City Manager and Economic Development Manager recommend the City Council consider prioritizing vertical development of housing at the Fire Station site as their highest priority in this process.

Executive Summary:

On November 19, 2015 the City Council reviewed the findings from the interviews and outreach, workshops and design studio conducted over the past nine months for the city-owned properties in the Lower Park. Council directed staff to proceed with a Request for Proposals to move the process from Community Engagement and Schematic Design and into issuing an RFP for refinement of the community center and housing programming and ultimately construction.

At this time, the City council should review the outlined scope of an RFP based on the relevant background and specific discussion on November 19, 2015. Council should provide staff with any changes to the scope or timeline and direct staff to pursue an RFP to begin implementation.

Background:

The July 16, 2015 work session was a presentation by the Design Studio team of its concepts created July 13-16. City Council began discussion all the public input received during its work session on August 20th. Council continued that discussion to its September 3 work session. At that meeting Council directed staff as follows:

- Remove the Library field from consideration as a site for housing, senior center or other community center-type development.
- Conduct follow-up outreach on community center needs and identify the pros and cons of each of the following locations: (Miners Hospital, fire station parcel, Mawhinney/Skate Park Lot, and Library parking pad) as sites for meeting those needs. This was

requested because of Council desire to site community buildings prior to authorizing staff to move forward with housing plans for any of the properties. This assessment also considered if needs were being fulfilled, or could be fulfilled at the Library.

- Return to City Council in November with this information, along with a complete package of outreach materials and input received.

The City Council November 19, 2015 presentation was the culmination of nine months of community engagement. The report & meeting minutes, including a summary of the process and the July 16, 2015 work session where the findings of the Design Studio were presented can be found here: ([Packet](#))([minutes](#))([Audio](#) @2:37).

On November 19, 2015 City Council reviewed the opportunities and challenges of four specific Options:

OPTION 1

- Community Flex Space / Senior Space located at Library Parking Lot
- Mixed Use Space at Fire Station Site and Mawhinney Lot
- Expanded Recreation Center

OPTION 2

- Community / Senior Space located at Fire Station Lot
- Mixed Use Space at Mawhinney Lot
- Entrepreneur Center located at Miners Hospital (Possible Addition)

OPTION 3

- Community / Senior Space located at Mawhinney Lot
- Entrepreneur Center located at Miners Hospital (Possible Addition)
- Mixed-use space located at Fire Station Site
- Daycare located at Library Parking Lot

OPTION 4

- Community / Senior Space located as addition to Miners Hospital
- Mixed Use Space at Fire Station Site and Mawhinney Lot

Council did not choose one specific option, but rather choices from each. Specifically the entire Council asked staff to:

- Not pursue additional development adjacent to the library;
- Pursue the east-west pedestrian connection from City Park to Park City Resort;
- Consider additional pedestrian and neighborhood improvements to the 1300 block of Woodside;
- Construct housing that is compatible and reflects the traditional neighborhood scale along Park Avenue at the site of the former fire station;
- Construct housing on Woodside, west to the resort that reflects the transitional nature of the neighborhood (mixed in type and scale);
- Maintain the historic / iconic nature of Miner's Hospital;

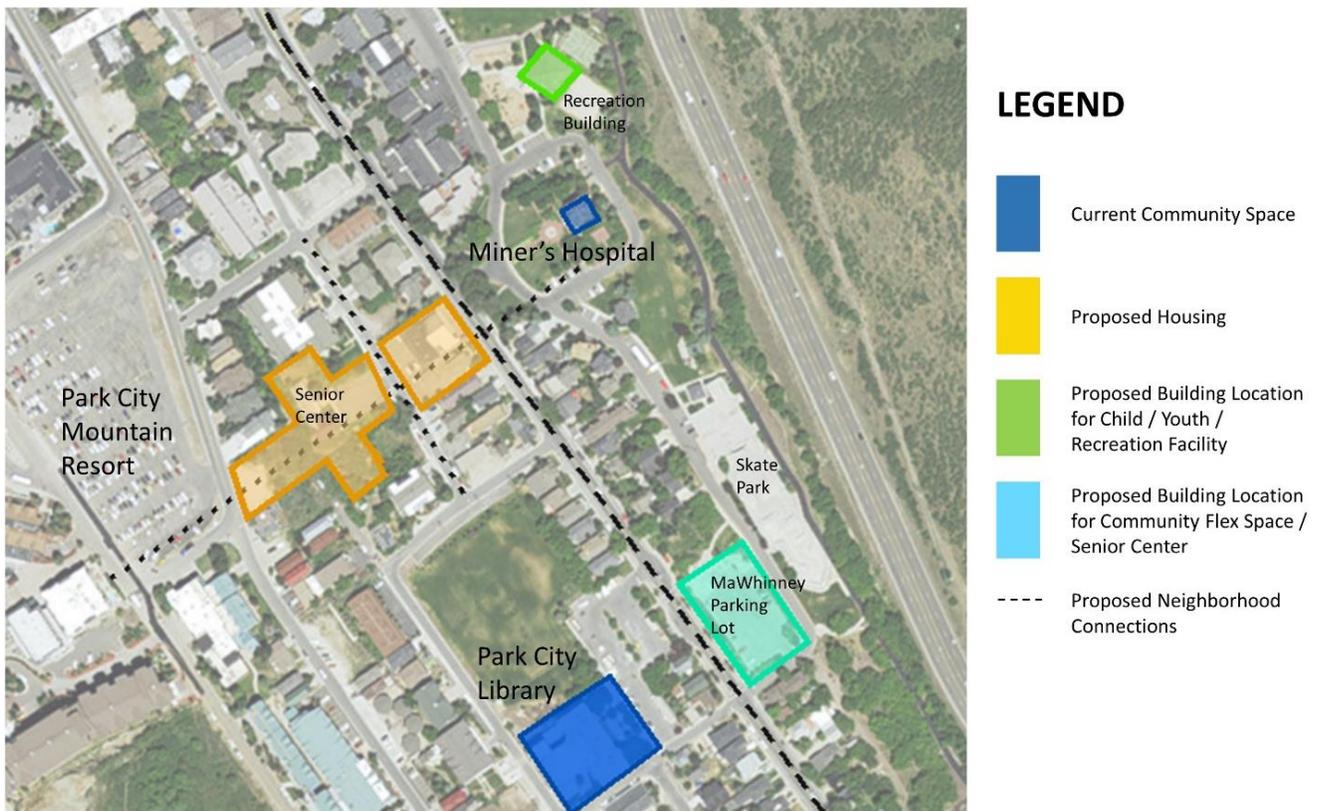
- Do not pursue an expansion for a community center;
- Consider an interior renovation and needed support (ie kitchen); or
- Tap into existing groups in the community who would rent “as is”;
- Demolish or renovate and expand the recreation building to meet our needs;
- Further develop the senior needs/program.

Furthermore, other comments heard from one or two Council members, that we intend to include in the RFP are:

- Analyze use of the library’s public rooms (in the context of finalizing program for a community center);
- Consider including green space immediately north of Mawhinney for community center footprint or parking;
- Rather than build a new community center, consider keeping senior program at current (renovated) location and consider expansion of recreation building to accommodate other needs. *(staff seeks additional discussion on additional alternatives should the pre-development phase identify fatal flaws.)*

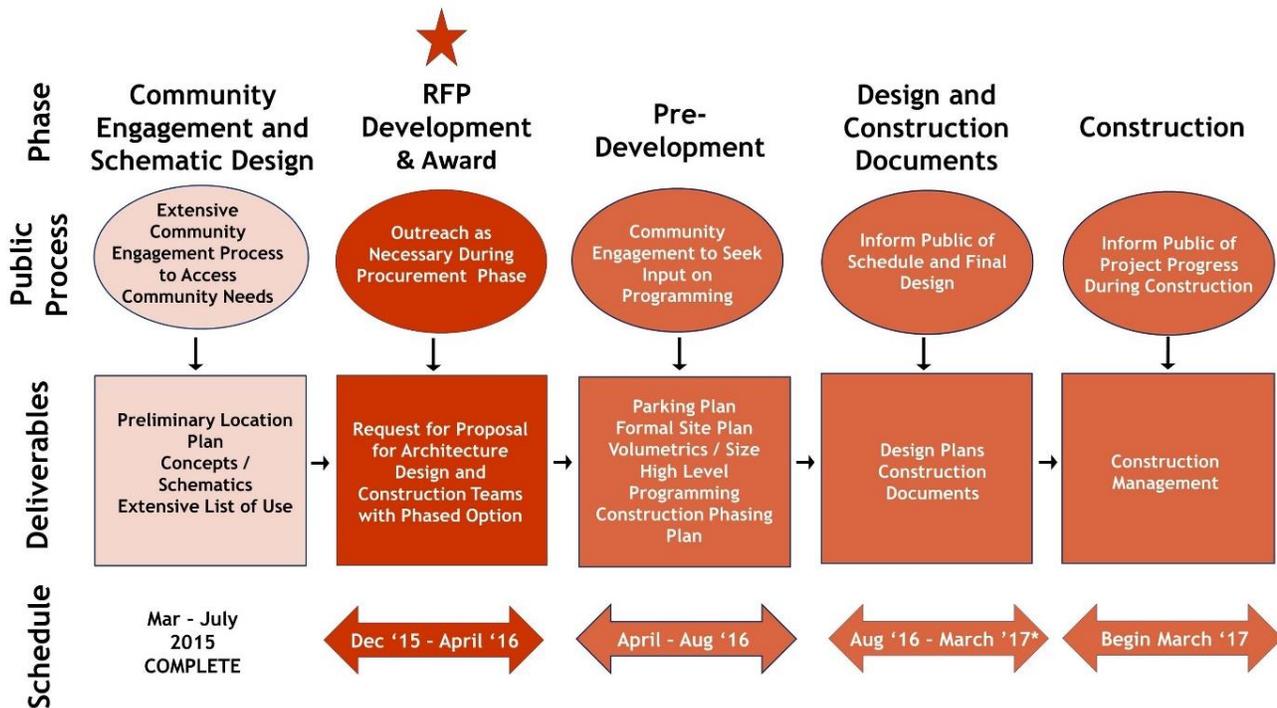
The following map shows the proposed areas of development along with the current community elements that will be taken into consideration.

LOWER PARK AVENUE REDEVELOPMENT AREA



At the November 19, 2015 meeting staff identified the mechanism and timing by which we will proceed through development process as a phased process as shown in the following graphic:

Lower Park Avenue Pre-development and Design Process



As shown the first step will be the creation, issuance and award of contract for professional services. This work is proposed to begin in December 2015 with an anticipated award of contract for professional services in April 2016. The additional steps outlined include:

Pre-Development:

The Pre-Development process moves the work from the existing schematic design to testing and refining concepts for the site layout, volumetrics for accommodating programming, parking plan for the project overall, costing and phasing plan. Also included in this process would be a recommendation on how to structure project implementation via city construction, public-private partnerships, or other mechanisms. Based upon a satisfactory completion of this work, the the team would proceed to Design and Construction Documents. Alternately, Council could decide to defer or conclude the process at the conclusion of the Pre-Development stage.

Design and Construction Documents:

The Design and Construction Documents stage develops the design for the buildings and architecture and engineering for the sites. Upon acceptance by City Council as property owner, the project would then move onto the entitlement process and ultimately the construction documents and bidding process.

Construction:

The final phase of this process would be commencement of construction in accordance with the approved phasing plan.

Analysis

The past community engagement and education has gathered input on the community needs in the area without any evaluation of specific options. In this next stage, more detailed concepts will be developed for the community center / flex space and housing so the interrelationships are understood and vetted with the community before proceeding with a particular development. Staff recommends procurement of one diverse development team through a Request for Proposals for all phases of the contract with an opportunity to stop after each phase or split the project into separate components.

The outline for the RFP has been developed taking into account the the input received during the Lower Park Avenue engagement phase, including the prioritization workshops, the Design Studio ideas, and City Council direction. Based on this information the overarching goals of the RFP are listed below:

Overarching Goals

- Engage a highly skilled and diverse team;
- Develop concepts for all sites in tandem to create a holistic solution that utilizes the current uses and enhances the community environment;
- Develop affordable housing options on the east side of Park Avenue that is compatible in scale with the surrounding neighborhood;
- Evaluate all potential outcomes on multiple levels – financial, social, equity, and critical priorities (housing, energy, and transportation);
- Maintain an east / west connection through the housing area to allow for neighborhood connections;
- Identify creative opportunities for parking that takes into account the multiple uses in the Lower Park Avenue Area and incorporates the transportation / parking vision and concepts that are currently under study;
- Consider potential uses for Miners Hospital when developing the Community / Senior Center options that compliment the area.

The approach described below is based on previous Council direction, specifically related to timing of building housing. Council has prioritized a more holistic approach (parking and land uses) rather than compartmentalizing individual parcels or projects. An exception to that was 1450/60 Park Avenue, where Council felt due to lack of contiguity that we could approach that site individually. Staff has framed discussion in the alternatives section of this report about the goal and timing of implementing housing balanced with the above goals.

The following outlines the broad activities and specific elements for consideration for the housing component and the community / flex space.

Broad Activities

Pre-Development

- Affirm the CC goals
- Determine process by which to build the housing projects (do it ourselves, create a joint venture, or dispose of with conditions)
- Determine housing units that best meet the need
- Refine community center needs & program – volumetrics
- Conduct site feasibility analysis & preliminary cost estimates
- Generate Conceptual Designs / Renderings
- Create a Development and Phasing Strategy for all projects
 - Ensure the senior center stays in place until they are able to move to a new space
 - Identify various options for each building piece (housing, community/flex centers, and recreation building)
 - Identify pros and cons of building together versus separately
- Develop Costing Analysis;
- Develop a parking approach;
- Elicit Policy Direction.

Design Phase

- Produce Design Development & Construction Development Drawings;
- Bidding Assistance.

Construction Phase

- Construction Management Assistance.

Considerations

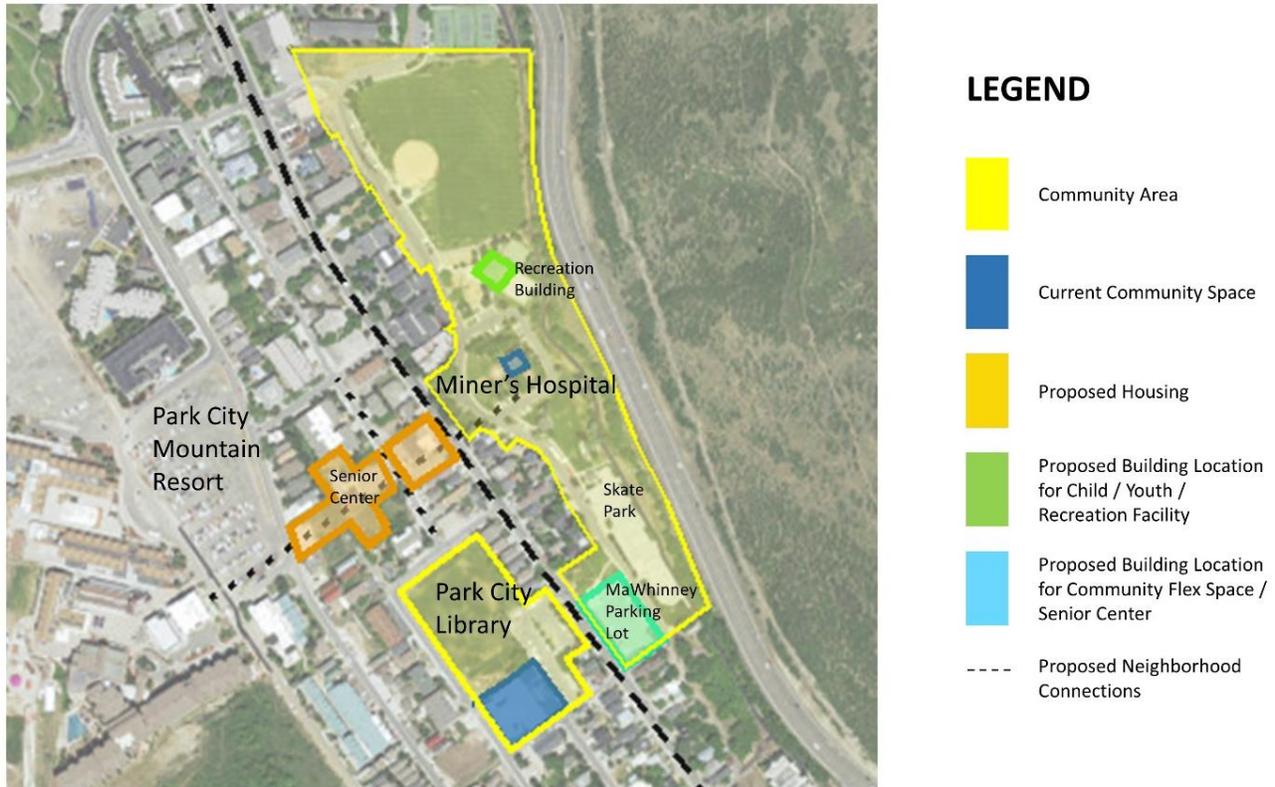
Specifics to consider for the housing piece includes:

- Housing Analysis – Determine alternatives for housing options (townhomes, micro homes, single family homes, mix) and the benefit of each;
- Recommended city role;
- Recommended timing and phasing for housing;
- Consider parking options for Community area;
- Consider parking options for housing area.

Specifics to consider for the community / flex space includes:

- Evaluate potential uses for consideration in the community space including the library and Miner’s Hospital as well as the new recreation and community spaces, and housing. See graphic below for the community space areas. A long list of potential uses has been created already, but there has been no determination of use mix at this

LOWER PARK AVENUE REDEVELOPMENT AREA



time. It is not anticipated that all these uses can or should be accommodated and other locations such as Miners or the Recreation Building expansion can also be considered:

- Seniors
 - Meeting space to serve lunch 2X a week
 - Full Kitchen
 - Space for activities - movies, billiards, bridge, etc.
 - ADA Accessible
 - Transit access
 - Secure storage space
- Childcare Facility
- Community Event / Meeting Space (80-150 occupants)
- Smaller Flex Space (for events / active classes)
- Collaborative Workspace
- Community Kitchen
- Center for Nonprofits / Non Profit Space
- Collaborative Work Space
- Entrepreneur center
- Storage Space

- Outdoor Event Space
- Rooftop Gardens;
- Recommend size for community flex space;
- Recommend location for community space;
- Consider parking options for all community uses;
- Ensure the senior are housed in their current location until another location is identified.

Specifics to consider for Miner’s Hospital

- Continue as is – Sundance uses September to March for their back of house ticketing support. The Egyptian rents the building for large portions of the summer for their youth theatre program (which may at some point relocate to Main Street); and the Recreation Department uses in the summer to expand the Adventure Summer Camp user numbers. Changing gears would require us to find and pay for the Sundance use to have a new home. It is possible we could rent the two existing offices out concurrently with each of the leases above;
- Create a part time or year round Entrepreneur/Education center. We’ve had specific inquiries from the Park City (Angels) Project to have an office presence at this location. Additionally we’ve discussed intermittently locating an education presence back into the RDA such as the PC Caps program. Again depending on their needs, we could rent the offices out without affecting existing tenants;
- Lease the facility to a different tenant, likely a non for profit. For example, we’ve had discussion about providing child care from this facility. If Council is considering alternative 2 or 3, they may consider soliciting formal, public proposals.

Specifics to consider for Timing

- Building Housing is a priority. Creation of a phasing plan that realizes housing as soon as possible is a critical goal, balanced with Council’s willingness to relocate the senior program either prior to or not until we have a new facility for the program to be relocated to.

The mechanism by which staff will proceed through development process is a phased process. A high level summary of each phase is described below. We anticipate award of contract for professional services in April 2016.

The City Council at their 11/19 work session explored each of these alternatives informally:

Option 1:

- Use expanded area north of Mawhinney;
- Footprint roughly doubles to a total of 1 acre;
- HRM Zoning allows subterranean use of setback areas for parking;
- Could easily do a combo of only 1 underground level and combo of surface and/or replace green scape.

Option 2:

- Expand the site feasibility considerations to include the Miner’s Hospital. Where Council left it in November was they would put Miner’s back on the table if Mawhinney didn’t pan out;
- We will still face significant cost to park the community center at this location; however, we wouldn’t have to build the additional 48 Santy stalls (savings of \$2.4M).

Option 3:

- Consider a program that downsizes and renovates the senior use in place; and
- Expands the recreation building to meet the remaining needs.

Staff recommends reconsidering including all three options in the RFP for the consulting team to conduct feasibility analysis on. Doing so will allow for gathering additional information on the sites, including soils and ground water conditions

A fourth alternative Council could consider:

Option 4:

- Delay the community center in the short term and focus on the housing;
- Conduct specific research on the use of the library rooms;
- Identify niches not being filled;
- A risk of doing so would be the footprint of the existing senior center would limit the amount of housing that could be built at that site.

- Timing – Staff seeks discussion on the importance and timing of implementing affordable housing versus their desire to plan and phase (and park) the district holistically.

Throughout the recent process we’ve stressed the desire to put together a broad approach to balancing goals and parking the project. If Council desires to begin housing immediately, staff recommends considering the fire station site as an isolated project, and keeping the Woodside housing, senior and community center program planned holistically.

If Council does desire to do so, staff will most likely pursue one of the following two options:

- 1) Continue with the above forementioned approach, but modify the goal and process to realize housing a the top priority. Compared to the next option we believe this will still allow holistic planning but may slow implementation down; or

- 2) Procure separately a team to design and develop housing on the fire station site independent of the broader process. This will likely be quicker than option one, but staff still believes Spring of 2017 to start will be an aggressive timeframe.

Summary of Issues for Discussion

- Staff seeks specific discussion if Council would like to revisit site feasibility analysis for the community center at alternative sites?

- Timing – Staff seeks discussion on the importance and timing of implementing affordable housing versus their desire to plan and phase (and park) the district holistically.

Significant Impacts:

The FY16 RDA budget includes funding for the RFP process. The five-year CIP includes funds for the anticipated projects. The Pre-Development phase of the RFP will provide costing estimates for Council consideration. Staff is prepared to begin the RFP process. Completion of the process outlined above will result in commencement of construction for housing and community center/flex space to meet identified needs in the community.

Summary Recommendation:

City Council should review the outlined goals and scope and direct staff to proceed with a Request for Proposals to begin implementing housing and a community center in the Lower Park Avenue Redevelopment Area. Staff seeks specific discussion on the RFP outline including goals, tasks, and timeline. Council should also carefully consider the Alternatives Section at the end of the report.

The City Manager and Economic Development Manager recommend the City Council consider prioritizing vertical development of housing at the Fire Station site as their highest priority in this process.



MANAGER'S REPORT – 1/28/2016

Submitted by: Anya Grahn
Subject: Park City Library Listed on National Register of Historic Places

During the week of January 4, 2016, the Director of the National Park Service (NPS) announced that the historic Park City High School, located at 1255 Park Avenue, had been added to the National Register of Historic Places.

Respectfully:

Anya Grahn, Planner II

City Council Staff Report



Subject: Park City Library listed on the National Register of Historic Places
Author: Bruce Erickson, Planning Director
Anya Grahn, Historic Preservation Planner
Department: Planning
Date: January 28, 2016
Type of Item: Manager's Report

Executive Summary

During the week of January 4, 2016, the Director of the National Park Service (NPS) announced that the historic former Park City High School, located at 1255 Park Avenue, had been added to the National Register of Historic Places.

List of Acronyms

Historic Sites Inventory	HSI
National Register of Historic Places	NRHP
National Park Service	NPS

Background

The Park City High School, now the Park City Library and Education Center, was designed by prominent Utah architects Scott & Welch in 1926-1927. The Collegiate Gothic-style building served as the Park City High School until 1977, when the new high school was constructed. The Carl Winters Middle School then occupied the building until the completion of Treasure Mountain Middle School in 1982. The site remained vacant until the City rehabilitated the building to house the Park City Library in 1993. A second renovation occurred in 2014-2015 to demolish a 1993 addition to the building, construct a modern addition, and upgrade the historic structure. The site was listed as "Landmark" on the City's [Historic Sites Inventory \(HSI\)](#) in 2009.

The Planning Department collaborated with CRSA to nominate the historic Park City High School (now the Park City Library) to the National Register of Historic Places (NRHP) in 2014-2015, as part of CRSA's contract to complete an intensive level survey (ILS) of our two (2) National Register Historic Districts. The [nomination](#) was reviewed by the State Historic Preservation Review Board at the Utah State Capital on October 29, 2015; the board forwarded a positive recommendation to the NPS in Washington, D.C. for final review and approval by the Keeper of the National Register of Historic Places. During the week of January 4, 2016, the Keeper of the National Register of Historic Places accepted the Park City High School's nomination for inclusion on the NRHP.

The NRHP is the official federal list of districts, sites, buildings, structures, and objects that contribute to the history of their local community, state, or nation. Sites listed on the National Register have been found significant in American history, architecture,

archeology, engineering, and culture. The NRHP is honorary and does not impose additional restrictions on the property owner or the site. More information about the National Register of Historic Places can be found [online](#).

Department Review:

This report has been reviewed by the Planning and Legal Departments as well as the City Manager.



MANAGER'S REPORT – 1/28/2016

Submitted by: Matt Abbott
Subject: Old Town Waste and Recycling Receptacle Update

All residents and property owners received the attached, bilingual mailer via first class mail. Staff opted to send the mailer to every address in order to insure full coverage throughout Old Town, which likely resulted in redundant mailings to some property owners. Staff has been responding to citizen questions, requests for clarifications, and concerns since the mailer was received on January 8, 2015.

Respectfully:

Matt Abbott, Environmental Program Manager



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – January 28, 2016

Submitted by: Matt Abbott, Environmental Project Manager
Michelle Downard, Deputy Building Official

Background

On September 17, 2015 City Council adopted a waste and recycling receptacle ordinance and amended Municipal Code of Park City (MCPC) 4-2-18(C) to address issues related to receptacles in Old Town, specifically the following zones: HCB, HR-1, HR-2 A/B, HRC, HRL, and HRM. This ordinance and amendment required that all waste receptacles, also known as toters, be curbside no sooner than 6:00PM the day prior to collection, be removed from the curb no later than 11:59PM the night of collection, and be labeled with their respective street number. A full history of this topic can be found below:

- February 3, 2005 – Consideration of Trash Container Removal Ordinance (pg. 3)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=3507>
- September 8, 2005 – General Discussion about Old Town Trash Issues (pg. 6)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=3485>
- December 8, 2005 – Trash Container Ordinance (pg. 62)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=3476>
 - City Council rejected a Citywide toter ordinance on 12/8/05
- April 19, 2007 – Main Street Recycling & Old Town Trash Container Issues (pg. 127)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=2992>
- June 27, 2013 – Old Town Curbside Recycling (pg. 7)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11388>
- May 29, 2014 – Waste Container Ordinance & Old Town Curbside Recycling (pg. 107)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12859>
- May 14, 2015 – Old Town Curbside Collection Performance (pg. 68)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=14837>
- June 11, 2015 – Old Town Curbside Collection Performance – Budget (pg. 6)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=15075>
- July 16, 2015 – Park City Waste and Recycling Receptacle Ordinance (pg. 28)
 - <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=15239>

Update

Due to a variety of delays on the part of the Office of Sustainability, outreach for this ordinance was not finalized until the first week of 2016. All residents and property owners received the attached, bilingual mailer via first class mail. Staff opted to send the mailer to every address in order to insure full coverage throughout Old Town, which likely resulted in redundant mailings to some property owners. Staff has been responding to citizen questions, requests for clarifications, and concerns since the mailer was received on January 8, 2015.

Code Enforcement and the Office of Sustainability have been coordinating throughout this process. Direct educational outreach is planned for the weeks after Sundance and prior to February 18, 2015, the start of the enforcement period. Staff will use the weeks of February 1 and 8 to determine the level of compliance and initial enforcement. Educational outreach will include knocking on doors and verbal warnings to those in violation. Code enforcement intends to take enforcement action on an average of two residential streets per week. As compliance increases, staff anticipates that the coverage area every week will increase. As needed, Code Enforcement will send letters to property owners, which will result in some delay in response.



Dear Resident,

On September 17th, 2015 The City of Park City adopted a Waste and Recycling Receptacle Ordinance and amended municipal code for all properties in Old Town, specifically the following zones: HCB, HR-1, HR-2 A/B, HRC, HRL, and HRM. If you are receiving this letter, these changes apply to you. City staff will be working with all properties through February 18th, 2016, the end of the outreach period, to help you understand and comply with these changes. Here are the new guidelines:

- **Receptacles can be curbside no earlier than 6:00PM the night before collection.** For example, collection day in Old Town is Thursday. Receptacles are allowed curbside starting at 6:00PM Wednesday.
- **Receptacles must be removed by 11:59PM the day of collection.** For example, collection day in Old Town is Thursday. Receptacles must be removed by 11:59PM Thursday. If collection is delayed due to weather, holiday schedules, or any other reason, receptacles must be removed by 11:59PM that day.
- **All receptacles must be labeled with your street address with a 2" label.** If your address is 123 Main Street, "123" is the required information on the front and the top of your receptacles. Labels may be stickers, written, painted, or otherwise applied. Labels must not interfere with the collection of the receptacle.
- **Starting February 18th, 2016 all Old Town waste and recycling receptacles without labels will be removed.**

Full details of the municipal code changes and the ordinance are below. If you have any questions, please contact Code Enforcement at 435.615.5100 or 435.615.5178.

Thank you for your cooperation.

Amend MCPC 4-2-18(C)

Trash collection which insures that trash cans are not left at the curb for any period later than 11:59PM on the day of collection and the property must be kept free from accumulated garbage and refuse.

AN ORDINANCE AMENDING TITLE 6, HEALTH, NUISANCE ABATEMENT, AND NOISE OF THE MUNICIPAL CODE OF PARK CITY, UTAH BY ADOPTING REGULATIONS FOR STORAGE OF TRASH RECEPTACLES

SECTION 1. AMENDMENT TO MUNICIPAL CODE. The recitals above are incorporated herein as findings of the City Council, Park City's legislative body. The Municipal Code of the City of Park City, Utah, is hereby amended by adding a new Section 11, Chapter 1, Title 6, which said Section shall read as follows:

6-1-11. COLLECTION TIME - PLACEMENT OF PRIVATE TRASH RECEPTACLES.

Trash receptacles to be collected and emptied curbside by the County, or a licensed collector, shall be set out for collection at the time and place as may be designated by the County, or licensed contractor. Such receptacles must not be set out for collection prior to 6:00 PM of the day before collection.

With the exception for property in the HCB Zone which is regulated by 15-2.6-11, all empty trash receptacles in HCB, HR-1, HR-2 A/B, HRC, HRL, and HRM must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.

Each day that a violation of this section occurs shall constitute a separate offense.

This ordinance does not apply to municipal receptacles or dumpsters approved pursuant to Section 6-1-9.

Violations of this Section are infractions, punishable by a fine, fee or civil penalty not to exceed Seven Hundred and Fifty Dollars (\$750), including confiscation of the garbage container by the City, but not imprisonment.

6-1-12. IDENTIFICATION AND LABELLING OF PRIVATE TRASH RECEPTACLES

Private trash receptacles to be collected and emptied curbside by the County, or a licensed collector, shall be labeled on the street facing panel and on the lid of the receptacle. The label must contain, at minimum, the street number of the receptacles associated address. Labels must be at least two (2) inches in height and one (1) in width. Labels may be stickers, written, painted, or otherwise applied. Labels must not interfere with the collection of the receptacle.

Any receptacle that is not labeled prior to December 17, 2015 is subject to confiscation.



2" label. 123 Main street = "123"
2" etiqueta. 123 Main street = "123"

Receptacles can be curbside no earlier than 6:00PM the night before collection. For example, collection day in Old Town is Thursday. Receptacles may be curbside no earlier than 6:00PM Wednesday.

Receptacles must be removed by 11:59PM the day of collection. For example, collection day in Old Town is Thursday. Receptacles must be removed by 11:59PM Thursday.

All receptacles must be labeled with your street address with a 2" label. If your address is 123 Main Street, "123" is the required information on the front and the top of your receptacles. Labels may be stickers, written, painted, or otherwise applied. Labels must not interfere with the collection of the receptacle.

Los recipientes pueden ser acera no antes de las 18:00 de la noche antes de la recolección. Por ejemplo, el día de recogida en el casco antiguo es el jueves. Los recipientes pueden estar en la acera no antes de las 18:00 Miércoles.

Los recipientes deben ser eliminados por 23:59 el día de la recogida. Por ejemplo, el día de recogida en el casco antiguo es el jueves. Los recipientes deben ser eliminados por 23:59 Jueves.

Todos los recipientes deben estar etiquetados con su dirección de la calle con una 2" etiqueta. Si su dirección es 123 Main Street, "123" es la información requerida en el frente y la parte superior de sus recipientes. Las etiquetas pueden ser pegatinas, escrita, pintadas o aplicadas de otra manera. Las etiquetas no deben interferir con la recogida del recipiente.

Please contact City staff with any questions or concerns at 435-615-5001 or matt.abbott@parkcity.org
Por favor, póngase en contacto con personal de la Ciudad con cualquier pregunta o dudas a 435-615-5001 o matt.abbott@parkcity.org



MANAGER'S REPORT – 1/28/2016

Submitted by: Matt Abbott
Subject: Vehicle Idling Update

This report is an education/enforcement update on vehicle idling.

Respectfully:

Matt Abbott, Environmental Program Manager



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – January 28, 2016

Submitted by: Matt Abbott, Environmental Project Manager
Phil Kirk, Captain PCPD
Brian Andersen, Park & Fleet Supervisor

Background

Idling has been an active topic since October 29, 2009. Here is a timeline of Park City's Idle-Free efforts to date:

- August 20, 2009
 - Park City Council asks staff to assess anti-idling
- October 29, 2009
 - Staff Report: Anti-Idling Policy
- November 19, 2009
 - Staff Report: Anti-Idling Resolution
 - Signed – Resolution No. 33-09: Anti-Idling Resolution for Motorized Vehicle in Park City, Utah and Declaring Park City, Utah to be an Idle-Free City
- December 2, 2010
 - Staff Report: Main Street Early Deliveries and Anti-Idling Ordinance Discussion
 - Anti-Idling Ordinance Proposed
- December 16, 2010
 - Staff Report: Consideration of an Anti-Idling Ordinance
 - Anti-Idling Ordinance approved
- September 2011
 - Idle Free Awareness Month, sponsored by Park City and Utah Clean Cities
- January 23 to March 8, 2012 – Utah State legislative session
 - HB 104 introduced and passed
- May 3, 2012
 - Staff Report: Anti-Idling and For-Hire Vehicle Licensing Ordinances
 - Anti-Idling Ordinance amended to meet requirements of Utah Code 41-6a-208 (HB 104)
- May 8, 2012
 - HB 104: Local Highway Authority Regulatory Powers effective date.
 - The law prohibits enacting of an “anti-idling” ordinance unless the ordinance:
 - (i) is primarily educational;
 - (ii) provides that a person must be issued at least three warning citations before imposing a fine;
 - (iii) has the same fine structure as a parking violation;
 - (iv) provides for the safety of law enforcement personnel who enforce the ordinance;
- February 26, 2014
 - Idling ordinance addressed during public comment
 - Park City Council requests a work session
- March 27, 2014
 - Staff Report: Anti-Idling: Revisited
- March 15, 2015
 - Staff Report: Anti-Idling: Revisited – staff requested more time
- April 2, 2015
 - Staff Report: Anti-Idling: Revisited – Legislative Code Amendment

- Reduced allowable idling time from 3-minutes to 1-minute
- Removed temperature parameters

Education/Enforcement Update

Police Captain Phil Kirk has been leading Park City Police Department's increased education and enforcement, with a focus on Main Street. Police have been proactive throughout patrols in approaching idling vehicles, delivery vehicles, and for-hire vehicles. Park City Police have also created a new dispatch code to better track and respond to idling calls. Efforts to date have resulted in the following:

Idle Free Violation from 12/8/2014 to 1/17/2016

- Verbal warning 13
- Gone on arrival 1
- Written warning 5
- Citation issued 0
- Unfounded 4
- Exceptional clearance 0

Six (6) Anti-Idling Enforcement cases from 12/7/2015 to 1/17/2016

Brian Andersen, Fleet & Parking Services Supervisor, has been leading Parking Service's education and enforcement efforts with a focus on increased signage. In addition to new signs throughout Parking Service's enforcement area, Parking Service's has been adding 'footer' signage to Main Street signage. A copy of updated signage is attached.

The Office of Sustainability is managing an educational brochure update, copy attached. Brochures will be distributed by Park City Police Department and Parking Services. The Office of Sustainability is in the process of creating a Spanish version.

Press

The topic of idling has received recent press coverage. The Park Record published the following articles:

- [*Engines running? Park City police officers will not stand idly by*](#), December 15, 2015
 - http://www.parkrecord.com/ci_29277064/engines-running-park-city-police-officers-will-not?source=most_viewed
- [*Idling reports logged as cold weather arrives in Park City*](#), December 18, 2015
 - http://www.parkrecord.com/park_city-news/ci_29257968/idling-reports-logged-cold-weather-arrives-park-city



PARK CITY IS AN IDLE-FREE CITY

THIS IS NOT A TICKET, ONLY A REMINDER

Park City has adopted an anti-idling ordinance that prohibits the idling of vehicles, with limited exceptions (see list on reverse). Please turn off your vehicle when parked.

PROTECT YOUR WALLET

Idling gets ZERO miles per gallon. Idling a typical vehicle for longer than 10 seconds costs more than turning off and restarting the engine.

PROTECT THE AIR WE BREATHE

Vehicle idling pollutes the air. Your engine emits particulate matter that worsens air quality and produces haze, smog, and acid rain—along with carbon dioxide, a harmful greenhouse gas.

PROTECT PUBLIC HEALTH

Vehicle emissions have been linked to a wide array of health issues and are especially hard on your heart and lungs.

MUNICIPAL CODE 9-10-1 NO IDLING.

No driver, while operating a vehicle within Park City corporate limits, shall cause or permit a vehicle's engine to idle for more than one minute, with exceptions for the following:

(A) The vehicle is forced to remain motionless on a roadway because of traffic conditions.

(B) The vehicle is an authorized emergency vehicle used in an emergency situation.

(C) Vehicle idling is necessary for auxiliary power for law enforcement equipment...or is required for the proper functioning of other equipment that is part of the vehicle.

(D) Vehicle idling is necessary for repair or inspection of the vehicle.

(E) The health or safety of a driver or passenger, including service animals, requires the vehicle to idle. This exception also includes idling needed to operate window defrosters and other equipment necessary to promote safe driving conditions.

(F) Vehicle idling is necessary for efficient operation of a turbo-charged heavy-duty vehicle (e.g., bus)

Vehicle idling under these exceptions should not violate Utah State Code, 41-6a-1403, which prohibits the idling of an unattended vehicle.

WWW.PARKCITY.ORG/IDLE-FREE
435-615-5500



30 in

NO PARKING
2 AM – 6 AM
← TOW AWAY →

P 
PAY
TO
PARK


ITS


Idle-Free City
1 Min Limit
SUBJECT
TO FINE

12 in



MANAGER'S REPORT – 1/28/2016

Submitted by: Holly Hilton
Subject: Western Summit County Project Master Agreement Update

Based on several studies by the U.S. Bureau of Reclamation and other entities, the existing water supplies in the Synderville Basin are not sufficient to meet the water needs of the area in the future. The Master Agreement is the result of an effort between the parties, led by WBWCD, to define how much water is needed by each party, when it is needed, infrastructure required to move the water to the needed area, and the financing of the infrastructure and water.

The Master Agreement provides Park City and other participants the ability to enter into water sales contracts with WBWCD to satisfy their water demands and WBWCD will be obligated to deliver the needed water supply. In the short term, this will be done by utilizing existing surplus water resources that currently exist within the Snyderville Basin. In the long term, additional water supply and infrastructure will be required and WBWCD will be responsible for selecting, constructing, and operating new water supply and/or storage projects.

Respectfully:

Holly Hilton, Assistant



Manager's Report

Subject: Western Summit County Project Master Agreement Update
From: Clint McAfee, Public Utilities Director
Date: January 28, 2016

In June of 2013, Council authorized the City Manager to execute the Western Summit County Project Master Agreement (Master Agreement) between Weber Basin Water Conservancy District (WBWCD), Park City Water Service District, Mountain Regional Water Special Service District, Summit Water Distribution Company, Snyderville Basin Water Reclamation District, Trilogy Limited, Leon H. Saunders, and Summit County, in a form approved by the City Attorney.

Based on several studies by the U.S. Bureau of Reclamation and other entities, the existing water supplies in the Snyderville Basin are not sufficient to meet the water needs of the area in the future. The Master Agreement is the result of an effort between the parties, led by WBWCD, to define how much water is needed by each party, when it is needed, infrastructure required to move the water to the needed area, and the financing of the infrastructure and water.

The Master Agreement provides Park City and other participants the ability to enter into water sales contracts with WBWCD to satisfy their water demands and WBWCD will be obligated to deliver the needed water supply. In the short term, this will be done by utilizing existing surplus water resources that currently exist within the Snyderville Basin. In the long term, additional water supply and infrastructure will be required and WBWCD will be responsible for selecting, constructing, and operating new water supply and/or storage projects.

Water sales contracts with WBWCD will be based on information provided by each party per the process outlined below.

- On an annual basis, each party will provide to WBWCD rolling 10-Year Projections of Excess Capacity, Surplus Water and Demand.
 - Excess Capacity is each participant's excess capacity in treatment, transmission, and distribution facilities that WBWCD could use to treat, convey, and distribute water to other participants.
 - Surplus Water is water that is surplus to each participant's demands that WBWCD could supply to other participants.
 - Demand is each participant's water demand needs.

- On an annual basis, each participant will provide to WBWCD rolling 5-Year commitments for WBWCD's use of Excess Capacity of their Facilities and Surplus Water. Water sales contracts will be based on these commitments.

Park City Water Supply and Demand

The best available data and estimating methods have been used to project the supply and demand and staff is confident Park City can base general long term water supply planning on this information. However, this information will require review and adjustment on an annual basis to account for changing growth patterns, climate change effects, and other factors affecting water supply and demand.

Not including redundancy in supply, staff estimates that Park City will not have a water supply deficit until about 2031 for peak day demand. Currently when planning for water supply, a certain amount of supply redundancy is added to ensure adequate supply during emergency conditions such as tunnel collapse or other mechanical failures that would limit certain sources. Staff generally uses a required redundant supply of about 20% in terms of peak day demand. With redundancy included in the analysis, Park City is almost at its capacity on a dry year using present day supply and projected demand values. In other words, according to our water supply projections, on the day where we experience the highest water demand (typically in July or August) there should be enough water supply to meet demand plus surplus for redundancy.

However, over the past five years we have measured actual peak day demand that is less than the projected peak day demand. For example, in the years 2011, 2012, 2013, 2014 and 2015, actual demand was less than projected demand by 25%, 10%, 20%, 13%, and 21% respectively. While 2011 was a very wet year, 2012, 2013, and 2014 were dry, hot years for much of the summer where demand was expected to be higher. Staff has not had to implement any portion of Park City's drought ordinance recently due to the lower than expected demands. In addition to lower than projected demand, staff has been working closely with the Golf and Parks Departments to develop plans to temporarily reduce raw water consumption at City operated facilities and with WBWCD on an emergency interconnection in the event of a source failure. Staff is also developing plans to significantly increase the reliability and capacity of the Quinns Junction Water Treatment Plant.

Based on this information and as required by Section 2.1 (b) of the Master Agreement, staff is providing updated rolling 10-Year Projections of Excess Capacity, Surplus Water and Demand to Weber Basin that does not show the need for additional water supply in the next five years. As a result, Park City will not need to commit to a water sales contract at this time. As a result of conservation and infrastructure upgrades, staff is showing a potential surplus in the 6 to 10 year portion of the 10-Year Projection.

Exhibit D of the Master Agreement is shown below. **Unless Council would like to discuss Exhibit D further in a future Work Session staff will send Exhibit D to WBWCD by January 29, 2016. Please let staff know as soon as possible if Council would like to delay this submittal to WBWCD so staff can notify WBWCD accordingly.**

EXHIBIT D

Excess Capacity, Surplus Water and Demand Schedule

Park City Water Service District

Rolling Year	Binding Commitments					Non-Binding Projections				
	1	2	3	4	5	6	7	8	9	10
Calendar Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Excess Capacity										
Peaking Factor*	0	0	0	0	0	0	0	0	0	0
Surplus Water										
Raw Water	0	0	0	0	0	0	0	0	0	0
Point of Delivery Charge	NA									
Finished Water (gpm)	0	0	0	0	0	250	500	500	500	500
Point of Delivery Charge	Quinns									
Charge	NA									
Demand										
Raw Water										
Annual Volume										
Peak Day (gpm)	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery	NA									



MANAGER'S REPORT – 1/28/2016

Submitted by: Kory Kersavage
Subject: Quarterly Financial Report

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council monthly for all funds.

The beginning and ending (399 Beginning Balance) fund balances (09 Interfund transfer) have not been calculated for the FY15 or the FY16 YTD actuals and thus do not show up in the report. We typically calculate these when we begin balancing the budget in April.

Respectfully:

Kory Kersavage, Budget Analyst

MEMO



To: City Council
From: Budget Department
Date: January 28, 2016
Subject: Quarterly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5154
www.parkcity.org

State Compliance Quarterly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council monthly for all funds.

The beginning and ending (399 Beginning Balance) fund balances (09 Interfund transfer) have not been calculated for the FY15 or the FY16 YTD actuals and thus do not show up in the report. We typically calculate these when we begin balancing the budget in April.

Notable Observations:

- Personnel expenditures are 51% of the Personnel budget, which means that personnel expenditures are on track for FY 2016.
- Materials & Supplies expenditures are 44% of the Materials budget, which means that Materials have been underspent for the first half of the year. This leaves the city in good shape for the second half of FY 2016.
- Only 20% of the General Fund Utilities budget has been spent. This is most likely due to the fact that we haven't seen the expenditures for December-February yet, but it is a good sign that the City will remain within the utility budget for FY 2016.
- 39% of the total budget has been spent. This number is so low, because there are a number of expenditures that don't happen until the end of the year. So this is a good indicator that the City will be spending within its fiscal year.

Attachment A: Expenditure Summary by Object and Type

Attachment B: Revenue Summary by Object and Type

FY 2016 Q2 Expenditures by Type

December 31, 2015

Object Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
011 GENERAL FUND						
01 PERSONNEL SERVICES	15,722,555	16,906,148	18,056,527	10,058,177	18,561,379	8,503,202
02 MATERIALS, SUPPLIES AND SERVICES	1,108,543	1,113,051	1,183,269	515,341	1,178,550	663,209
03 UTILITIES	962,477	726,142	1,420,453	277,296	1,468,863	1,191,567
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	2,362,298	1,791,738	1,856,064	937,114	2,507,012	1,569,898
05 PARTS/MAINTENANCE SUPPLIES	874,810	983,655	891,169	318,313	995,660	677,347
06 SPECIAL SERV CONTRACT/MISC CHARGES	906,940	919,237	1,035,873	785,520	1,050,400	264,880
07 CAPITAL OUTLAY	167,822	208,870	200,988	50,243	369,282	319,039
09 INTERFUND TRANSFER	10,420,758	11,932,280	12,486,945	1,164,594	13,603,699	12,439,105
Total 011 GENERAL FUND	32,526,204	34,581,120	37,131,289	14,106,598	39,734,845	25,628,247
012 QUINNS RECREATION COMPLEX						
01 PERSONNEL SERVICES	720,419	701,623	670,273	367,180	739,960	372,780
02 MATERIALS, SUPPLIES AND SERVICES	63,517	48,642	54,764	32,672	53,040	20,368
03 UTILITIES	149,022	169,420	169,862	56,560	174,443	117,883
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	64,140	95,903	96,458	29,512	70,699	41,187
05 PARTS/MAINTENANCE SUPPLIES	56,800	66,228	60,074	39,412	76,275	36,863
06 SPECIAL SERV CONTRACT/MISC CHARGES	8,885	12,106	12,465	5,173	4,500	-673
07 CAPITAL OUTLAY	7,439	1,903	78	2,085	6,000	3,915
09 INTERFUND TRANSFER	-2,919,038	-3,204,032	-3,497,044	600	-4,047,930	-4,048,530
Total 012 QUINNS RECREATION COMPLEX	-1,848,817	-2,108,208	-2,433,070	533,195	-2,923,013	-3,456,208
021 POLICE SPECIAL REVENUE FUND						
07 CAPITAL OUTLAY			200			
09 INTERFUND TRANSFER	28,644	29,144	29,944		29,144	29,144
Total 021 POLICE SPECIAL REVENUE FUND	28,644	29,144	30,144		29,144	29,144
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
07 CAPITAL OUTLAY	1,054		1			
09 INTERFUND TRANSFER	19,133	17,258	17,257		17,258	17,258
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	20,187	17,258	17,258		17,258	17,258
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
01 PERSONNEL SERVICES			6,460	10,731	22,634	11,903
02 MATERIALS, SUPPLIES AND SERVICES			11,950	5,600	20,000	14,400
03 UTILITIES			9,868	3,215		-3,215

FY 2016 Q2 Expenditures by Type

December 31, 2015

Object Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			67,071	44,418	150,000	105,582
06 SPECIAL SERV CONTRACT/MISC CHARGES					580,000	580,000
09 INTERFUND TRANSFER			2,204,075	820,560	1,646,158	825,598
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND			2,299,424	884,524	2,418,792	1,534,268
024 MAIN STREET RDA SPECIAL REVENUE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC				30,090	80,000	49,910
06 SPECIAL SERV CONTRACT/MISC CHARGES			310,086		405,000	405,000
09 INTERFUND TRANSFER			959,885	376,002	757,000	380,998
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND			1,269,971	406,092	1,242,000	835,908
031 CAPITAL IMPROVEMENT FUND						
01 PERSONNEL SERVICES	4,634	34,424	45,169	33,383		-33,383
07 CAPITAL OUTLAY	6,421,041	9,376,543	18,685,295	5,586,918	10,840,624	5,253,706
09 INTERFUND TRANSFER	18,905,552	27,240,940	33,201,102	648,792	4,504,822	3,856,030
Total 031 CAPITAL IMPROVEMENT FUND	25,331,227	36,651,907	51,931,567	6,269,093	15,345,446	9,076,353
033 REDEVELOPMENT AGENCY-LOWER PRK						
01 PERSONNEL SERVICES	274	5,365	7,861	4,393		-4,393
06 SPECIAL SERV CONTRACT/MISC CHARGES	557,051	525,297	543,620			0
07 CAPITAL OUTLAY	550,549	3,060,404	8,846,299	454,096	9,525,750	9,071,654
09 INTERFUND TRANSFER	10,345,387	8,534,271	882,497	162,000	5,105,866	4,943,866
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	11,453,261	12,125,337	10,280,278	620,489	14,631,616	14,011,127
034 REDEVELOPMENT AGENCY-MAIN ST						
06 SPECIAL SERV CONTRACT/MISC CHARGES	271,927	281,491				
07 CAPITAL OUTLAY	231,915	2,385		4,066		-4,066
09 INTERFUND TRANSFER	2,187,956	2,224,068	2,221,001	401,940	1,951,951	1,550,011
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,691,798	2,507,943	2,221,001	406,006	1,951,951	1,545,945
035 BUILDING AUTHORITY						
07 CAPITAL OUTLAY		2,844	66,575			
08 DEBT SERVICE	1,500					
09 INTERFUND TRANSFER	523,457	523,127	458,911		459,542	459,542
Total 035 BUILDING AUTHORITY	524,957	525,971	525,486		459,542	459,542

FY 2016 Q2 Expenditures by Type

December 31, 2015

Object Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
038 EQUIPMENT REPLACEMENT CIP						
07 CAPITAL OUTLAY	580,465	735,016	1,019,443	387,368	1,011,000	623,632
09 INTERFUND TRANSFER	1,586,254	1,902,793	1,832,162		348,218	348,218
Total 038 EQUIPMENT REPLACEMENT CIP	2,166,719	2,637,809	2,851,605	387,368	1,359,218	971,850
051 WATER FUND						
01 PERSONNEL SERVICES	1,934,179	2,077,220	2,305,294	1,242,409	2,393,327	1,150,918
02 MATERIALS, SUPPLIES AND SERVICES	214,913	192,431	197,443	128,231	284,425	156,194
03 UTILITIES	813,641	882,759	955,923	339,776	1,123,197	783,421
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,099,370	744,473	617,246	307,426	1,081,955	774,529
05 PARTS/MAINTENANCE SUPPLIES	531,919	823,086	602,799	266,107	843,230	577,123
06 SPECIAL SERV CONTRACT/MISC CHARGES	63,143	18,764	22,459	15,269	28,100	12,831
07 CAPITAL OUTLAY	5,560,278	7,965,236	6,047,589	3,617,020	9,487,293	5,870,273
08 DEBT SERVICE	4,300,405	4,361,654	4,510,478	63,776	4,508,739	4,444,963
09 INTERFUND TRANSFER	10,558,717	8,070,283	10,441,425	452,118	6,923,280	6,471,162
Total 051 WATER FUND	25,076,565	25,135,905	25,700,655	6,432,131	26,673,547	20,241,416
055 GOLF COURSE FUND						
01 PERSONNEL SERVICES	588,144	678,265	728,579	411,858	778,404	366,546
02 MATERIALS, SUPPLIES AND SERVICES	82,281	70,894	52,638	15,925	74,900	58,975
03 UTILITIES	60,817	56,458	46,996	20,332	58,387	38,055
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	69,628	70,196	71,478	29,734	93,942	64,208
05 PARTS/MAINTENANCE SUPPLIES	185,172	185,738	208,841	98,945	240,800	141,855
06 SPECIAL SERV CONTRACT/MISC CHARGES	22,571	23,565	25,400	22,878	30,500	7,622
07 CAPITAL OUTLAY	252,192	55,877	46,545	2,815	115,565	112,750
08 DEBT SERVICE	36,080	36,080	36,080		27,060	27,060
09 INTERFUND TRANSFER	1,065,768	1,176,585	1,315,444	58,536	1,180,353	1,121,817
Total 055 GOLF COURSE FUND	2,362,654	2,353,658	2,532,002	661,024	2,599,911	1,938,887
057 TRANSPORTATION & PARKING FUND						
01 PERSONNEL SERVICES	4,119,385	4,496,723	4,896,369	2,742,034	5,850,622	3,108,588
02 MATERIALS, SUPPLIES AND SERVICES	345,988	263,923	346,871	180,532	233,734	53,202
03 UTILITIES	106,871	130,215	131,885	45,193	140,744	95,551
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	504,543	572,123	769,977	283,282	458,473	175,191
05 PARTS/MAINTENANCE SUPPLIES	8,502	11,100	30,305	8,242	21,000	12,758

FY 2016 Q2 Expenditures by Type

December 31, 2015

Object Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
06 SPECIAL SERV CONTRACT/MISC CHARGES	101,851	81,866	72,297	31,096	36,000	4,904
07 CAPITAL OUTLAY	1,491,113	2,622,510	677,758	119,819	1,748,443	1,628,624
09 INTERFUND TRANSFER	20,463,096	21,135,122	22,661,534	1,299,108	10,639,926	9,340,818
Total 057 TRANSPORTATION & PARKING FUND	27,141,349	29,313,582	29,586,997	4,709,307	19,128,943	14,419,636
062 FLEET SERVICES FUND						
01 PERSONNEL SERVICES	635,023	670,854	800,303	455,132	835,721	380,589
02 MATERIALS, SUPPLIES AND SERVICES	56,874	66,970	70,130	29,291	70,100	40,809
03 UTILITIES	1,309,680	1,118,663	994,533	410,801	1,355,900	945,099
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,747	3,133	3,639	2,738	4,200	1,462
05 PARTS/MAINTENANCE SUPPLIES	539,026	622,705	668,413	303,303	220,920	-82,383
07 CAPITAL OUTLAY	13,288	6,794	7,438	4,311	10,000	5,689
09 INTERFUND TRANSFER	874,294	961,174	1,145,417		910,920	910,920
Total 062 FLEET SERVICES FUND	3,431,932	3,450,294	3,689,874	1,205,577	3,407,761	2,202,184
064 SELF INSURANCE FUND						
01 PERSONNEL SERVICES						
02 MATERIALS, SUPPLIES AND SERVICES	8,571	12,720	38,560	17,564	50,300	32,736
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	217,075	236,240	700,711	264,884	346,000	81,116
06 SPECIAL SERV CONTRACT/MISC CHARGES	402,792	520,639	582,721	152,773	550,000	397,227
09 INTERFUND TRANSFER	1,423,816	1,208,215	857,450		479,227	479,227
Total 064 SELF INSURANCE FUND	2,052,254	1,977,814	2,179,442	435,221	1,425,527	990,306
070 SALES TAX REV BOND - DEBT SVS FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			429,374			
08 DEBT SERVICE	1,566,588	1,559,863	8,733,012	2,100	2,600,563	2,598,463
09 INTERFUND TRANSFER	1,960,392	1,165,265	18,597,136		6,503,374	6,503,374
Total 070 SALES TAX REV BOND - DEBT SVS FUND	3,526,980	2,725,128	27,759,521	2,100	9,103,937	9,101,837
071 DEBT SERVICE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	311	123,931	74,606			
08 DEBT SERVICE	4,657,485	7,107,411	8,282,350	498,726	4,230,380	3,731,654
09 INTERFUND TRANSFER	407,093	7,596,740	1,003,018		1,050,784	1,050,784
Total 071 DEBT SERVICE FUND	5,064,889	14,828,082	9,359,974	498,726	5,281,164	4,782,438
TOTAL	141,550,804	166,752,743	206,933,419	37,557,450	141,887,589	104,330,139

Revenue Summary by Type FY 16 Q2

January 4, 2016

Revenue Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
011 GENERAL FUND						
311 Property Taxes	10,023,934	9,279,024	9,268,604	496,563	10,464,000	9,967,437
312 Sales Tax	7,649,200	7,314,413	7,408,763	2,151,882	8,353,936	6,202,054
313 Franchise Tax	3,037,408	3,158,716	3,061,207	908,804	3,414,000	2,505,196
321 Licenses	391,550	422,747	412,605	273,561	449,000	175,439
322 Planning Building & Engineering Fees	1,019,748	2,154,168	2,578,017	864,710	1,545,000	680,290
326 Other Fees	38,793	41,961	36,865	47,756	43,000	-4,756
331 Federal Revenue	24,841	69,654	44,557	21,241	60,000	38,759
332 State Revenue	297,567	69,198	66,218	1,030	72,000	70,970
333 County/SP District Revenue	8,000					
344 Cemetery Charges for Services	24,777	26,250	38,188	10,052	27,000	16,949
346 Recreation	1,695,154	1,836,326	1,913,310	695,883	1,875,000	1,179,117
349 Other Service Revenue	75,927	86,364	99,640	39,768	91,000	51,232
352 Library Fines & Fees	19,079	16,124	12,456	9,496	21,000	11,504
353 Fines & Forfeitures		100	150			
361 Misc. Revenues	313,916	348,604	192,873	105,959	401,000	295,041
381 Interfund Transactions (Admin)	1,415,722	1,346,991	2,166,534	770,676	2,256,360	1,485,684
391 Special Revenues & Resources	42,771	42,800	42,048	10,950	46,000	35,050
399 Beginning Balance	6,447,817	8,367,681	9,789,256		10,616,549	10,616,549
Total 011 GENERAL FUND	32,526,203	34,581,121	37,131,290	6,408,330	39,734,845	33,326,515
012 QUINNS RECREATION COMPLEX						
333 County/SP District Revenue	13,500	23,000			10,000	10,000
346 Recreation			13,815	7,768		-7,768
347 Ice	648,177	787,773	757,271	330,296	712,500	382,204
361 Misc. Revenues	60	58	-24	338		-338
399 Beginning Balance	-2,510,554	-2,919,038	-3,204,132		-3,645,513	-3,645,513
Total 012 QUINNS RECREATION COMPLEX	-1,848,817	-2,108,208	-2,433,071	338,402	-2,923,013	-3,261,415
021 POLICE SPECIAL REVENUE FUND						
332 State Revenue	1,112	500	1,000	550		-550
399 Beginning Balance	27,532	28,644	29,144		29,144	29,144
Total 021 POLICE SPECIAL REVENUE FUND	28,644	29,144	30,144	550	29,144	28,594

Revenue Summary by Type FY 16 Q2

January 4, 2016

Revenue Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
332 State Revenue	11,201	-1,875				
399 Beginning Balance	8,985	19,133	17,258		17,258	17,258
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	20,186	17,258	17,258		17,258	17,258
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
311 Property Taxes			2,298,631	4,520	2,413,792	2,409,272
361 Misc. Revenues			793			
399 Beginning Balance					5,000	5,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND			2,299,425	4,520	2,418,792	2,414,272
024 MAIN STREET RDA SPECIAL REVENUE FUND						
311 Property Taxes			1,266,718	5,403	1,242,000	1,236,597
361 Misc. Revenues			3,254			
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND			1,269,972	5,403	1,242,000	1,236,597
031 CAPITAL IMPROVEMENT FUND						
311 Property Taxes		283,345				
312 Sales Tax	2,521,908	6,184,909	7,389,182	717,813	7,131,000	6,413,187
322 Planning Building & Engineering Fees	201,235	397,737	817,666	192,533	860,000	667,467
331 Federal Revenue	61,492	12,613	4,091	1,044	1,000,000	998,956
332 State Revenue	358,866	1,302,855	2,385,239	109,197	300,000	190,803
333 County/SP District Revenue	640,010	341,001	100,000	50,000	50,000	
361 Misc. Revenues	477,063	1,785,454	1,713,671	37,466	230,000	192,534
382 Interfund Transactions (CIP/Debt)	849,400	7,164,160	12,069,371			
391 Special Revenues & Resources	344,852	408,647	345,772	51,988	302,500	250,512
399 Beginning Balance	19,876,401	18,771,186	27,106,574		5,471,946	5,471,946
Total 031 CAPITAL IMPROVEMENT FUND	25,331,227	36,651,907	51,931,567	1,160,041	15,345,446	14,185,405
033 REDEVELOPMENT AGENCY-LOWER PRK						
311 Property Taxes	2,305,162	2,203,448				
361 Misc. Revenues	63,683	44,598	26,634			
382 Interfund Transactions (CIP/Debt)			2,070,548	820,560	1,641,125	820,565
392 Bond Proceeds					10,000,000	10,000,000
399 Beginning Balance	9,084,417	9,877,290	8,183,095		2,990,491	2,990,491
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	11,453,261	12,125,336	10,280,277	820,560	14,631,616	13,811,056

Revenue Summary by Type FY 16 Q2

January 4, 2016

Revenue Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
034 REDEVELOPMENT AGENCY-MAIN ST						
311 Property Taxes	1,284,211	1,263,060				
361 Misc. Revenues	10,019	6,927	18,035			
382 Interfund Transactions (CIP/Debt)			900,247	376,002	752,000	375,998
399 Beginning Balance	1,397,569	1,237,956	1,302,719		1,199,951	1,199,951
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,691,798	2,507,943	2,221,001	376,002	1,951,951	1,575,949
035 BUILDING AUTHORITY						
361 Misc. Revenues	3,389	2,513	2,359			
399 Beginning Balance	521,568	523,457	523,127		459,542	459,542
Total 035 BUILDING AUTHORITY	524,957	525,970	525,486		459,542	459,542
038 EQUIPMENT REPLACEMENT CIP						
361 Misc. Revenues	17,586	146,554	23,812	30,690		-30,690
382 Interfund Transactions (CIP/Debt)	905,000	905,000	925,000	498,000	996,000	498,000
399 Beginning Balance	1,244,133	1,586,254	1,902,793		363,218	363,218
Total 038 EQUIPMENT REPLACEMENT CIP	2,166,719	2,637,808	2,851,605	528,690	1,359,218	830,528
051 WATER FUND						
322 Planning Building & Engineering Fees	711,464	1,225,961	2,303,997	475,063	2,100,000	1,624,937
331 Federal Revenue		485,097	1,445,229	42,874		-42,874
341 Water Charges for Services	12,199,081	13,128,172	14,125,896	7,615,609	15,660,141	8,044,532
361 Misc. Revenues	302,999	435,958	508,095	54,487	178,023	123,536
392 Bond Proceeds					8,400,000	8,400,000
399 Beginning Balance	11,863,021	9,860,717	7,317,437		335,383	335,383
Total 051 WATER FUND	25,076,564	25,135,905	25,700,655	8,188,033	26,673,547	18,485,514
055 GOLF COURSE FUND						
333 County/SP District Revenue	129,024	11,000				
346 Recreation	1,325,627	1,327,549	1,426,520	997,126	1,469,596	472,470
361 Misc. Revenues	32,326	62,941	25,829	900	51,350	50,450
382 Interfund Transactions (CIP/Debt)	25,000	25,000	25,000	12,498	25,000	12,502
399 Beginning Balance	850,677	927,168	1,054,654		1,053,965	1,053,965
Total 055 GOLF COURSE FUND	2,362,654	2,353,658	2,532,002	1,010,524	2,599,911	1,589,388

Revenue Summary by Type FY 16 Q2

January 4, 2016

Revenue Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
057 TRANSPORTATION & PARKING FUND						
312 Sales Tax	3,868,264	4,019,133	4,398,879	837,122	4,190,000	3,352,878
321 Licenses	951,477	951,713	1,040,014	788,184	923,699	135,515
326 Other Fees	1,500	1,500	320			
331 Federal Revenue	1,200,950	2,827,961	1,630,990		2,000,000	2,000,000
342 Transit Charges for Services	2,243,874	2,175,148	2,200,248	683,843	2,556,039	1,872,197
353 Fines & Forfeitures	757,842	739,204	970,338	378,051	679,200	301,149
361 Misc. Revenues	128,922	108,100	142,300	23,258	92,500	69,242
391 Special Revenues & Resources	332,444	452,727	408,972	56,854	346,000	289,146
399 Beginning Balance	17,656,077	18,038,096	18,794,937		8,341,505	8,341,505
Total 057 TRANSPORTATION & PARKING FUND	27,141,349	29,313,582	29,586,998	2,767,312	19,128,943	16,361,631
062 FLEET SERVICES FUND						
381 Interfund Transactions (Admin)	2,910,430	2,576,000	2,728,700	1,365,408	2,730,800	1,365,392
399 Beginning Balance	521,502	874,294	961,174		676,961	676,961
Total 062 FLEET SERVICES FUND	3,431,932	3,450,294	3,689,874	1,365,408	3,407,761	2,042,353
064 SELF INSURANCE FUND						
361 Misc. Revenues	204,000	204,000	258,000	129,000	258,000	129,000
381 Interfund Transactions (Admin)		349,998	463,227	246,330	492,666	246,336
399 Beginning Balance	1,848,254	1,423,816	1,208,215		674,861	674,861
Total 064 SELF INSURANCE FUND	2,052,254	1,977,814	1,929,442	375,330	1,425,527	1,050,197
070 SALES TAX REV BOND - DEBT SVS FUND						
361 Misc. Revenues	6,540	2,747	4,669	14,224		-14,224
381 Interfund Transactions (Admin)	180,847	181,247	168,616	82,044	164,089	82,045
382 Interfund Transactions (CIP/Debt)	1,380,741	1,380,741	1,428,429	1,212,732	2,425,473	1,212,741
392 Bond Proceeds			24,992,543			
399 Beginning Balance	1,958,852	1,160,392	1,165,265		6,514,375	6,514,375
Total 070 SALES TAX REV BOND - DEBT SVS FUND	3,526,980	2,725,127	27,759,521	1,309,000	9,103,937	7,794,937
071 DEBT SERVICE FUND						
311 Property Taxes	4,577,873	5,082,714	5,321,592		4,223,453	4,223,453
361 Misc. Revenues	74,704	94,732	65,958	114,217	66,983	-47,234
392 Bond Proceeds		9,243,543	3,539,845			
399 Beginning Balance	412,312	407,093	432,580		990,728	990,728

Revenue Summary by Type FY 16 Q2

January 4, 2016

Revenue Type	Actuals FY 2013	Actuals FY 2014	Actuals FY 2015	YTD Actual FY 2016	Annual Budget FY 2016	Remaining Budget FY 2016
Total 071 DEBT SERVICE FUND	5,064,889	14,828,082	9,359,975	114,217	5,281,164	5,166,947
TOTAL	141,550,802	166,752,742	206,683,419	24,772,321	141,887,590	117,115,269



MANAGER'S REPORT – 1/28/2016

Submitted by: Amanda Noel
Subject: 2015 Holiday Summary

This report is an update on the events and programming at the Ice Arena over the month of December and the busy holiday period.

Respectfully:

Amanda Noel, Ice General Manager

December kicked off with the conclusion of the fall sessions of Skating Academy (100+ kids), Hockey Academy (20 + kids), Get Out & Play (58 kids) and Adult Hockey Leagues (18 adult teams). We had the largest "Skate with Santa" event to date with an estimated 350- 400 people skating, taking pictures with Santa and enjoying cookies and hot chocolate. The event received rave reviews from the community with many thanks to all of the City Staff who volunteered to make the event a success. One patron expressed their appreciation and noted that this is one of the few community events left that is not overcrowded by visitors.



After the event the Park City High School Hockey Team hosted their Senior Night and pulled off a 4-1 win followed by a toy toss benefitting the Park City Christian Center.

The bleachers were once again packed for The Figure Skating Club of Park City's Holiday Extravaganza featuring 45 performers and including a group of 10 skaters that wrote, choreographed and directed their own seven-minute show called "The Snowman Story."

The holiday weeks were full of open skates, freestyles and drop-in hockey programs along with two Basic Skating Camps (59 kids) and two figure skating clinics (40). We hosted a new youth hockey camp that drew 37 kids and received very positive reviews. With the success of this camp we have scheduled a second during the February school break. We also hosted two returning families for private hockey and broomball rentals and two large holiday parties.

The New Year is off to a busy start with many winter classes already sold out. Staff is also finishing the integration of our new ice resurfacer and tiling showers to enhance the locker rooms. We are also pursuing software to convert to electronic waivers, reducing paper and streamline our check in process.



Most exciting of all, we are looking forward to kicking off 2016 with the celebration for our 10th Anniversary. Staff is busy coordinating a community skating party scheduled for February 27 at 6:30 pm. The community skating event will be feature Motherload Canyon Band who also played at the Grand Opening in 2006.



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the City Council meeting minutes for January 4, 2016.
Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder

**PARK CITY COUNCIL SPECIAL MEETING
SUMMIT COUNTY, UTAH,
January 4, 2016**

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**PARK CITY COUNCIL SPECIAL MEETING
SUMMIT COUNTY, UTAH
January 4, 2016**

SPECIAL MEETING

I. ROLL CALL

Attendee Name	Title	Status	Arrived
Jack Thomas	Mayor	Present	
Andy Beerman	Council Member	Present	
Tim Henney	Council Member	Present	
Cindy Matsumoto	Council Member	Present	
Nann Worel	Council Member-elect	Present	
Becca Gerber	Council Member-elect	Present	
Diane Foster	City Manager	Present	
Mark Harrington	City Attorney	Present	
Matt Dias	Assistant City Manager	Present	
Karen Anderson	Deputy City Recorder	Present	

II. APPOINTMENTS

Swearing-In Ceremony for Newly Elected City Council Members: Andy Beerman, Becca Gerber, and Nann Worel.

Mayor Jack Thomas opened the meeting and introduced Judge Kara Pettit. Judge Pettit was appointed to the Third District Court in September, 2014, by Governor Herbert.

Judge Pettit commended the new council members on their willingness to step up and serve the community. Quoting Ralph Waldo Emerson, she stated: "The best way to find yourself is to lose yourself in the service of others." She explained that the Oath of Office the council members would take tonight was more than just ceremonial. The Oath of Office was the very first law on the books for the United States, which emphasized its importance to the Founding Fathers and our system of government. Judge Pettit told the council members the oath they would take today, however, was broader than the original in that it emphasized that they would carry out their duties with fidelity, as well as honoring and obeying the laws of the State of Utah and the Constitution of the United States. She counseled them to remember their oath every day as they carried out their duties.

**PARK CITY COUNCIL SPECIAL MEETING
SUMMIT COUNTY, UTAH,
January 4, 2016**

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In closing, Judge Pettit thanked the council members on behalf of the community for their willingness to serve the community.

Newly elected Council Members Beerman, Worel and Gerber were sworn in.

II. ADJOURNMENT

With no further business, the meeting was adjourned.

Karen Anderson, Park City Deputy Recorder



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

In December 2015, the City entered into a Professional Services Agreement with Landmark Design in the amount of \$58,650 to complete a Recreation Facilities Master Plan. Basin Recreation decided that they would like to participate in the Recreation Facilities Master Plan and contacted Landmark Design to increase the scope of services to include Basin owned properties. The increased scope increases the contract amount to \$93,850. The City will be reimbursed from Basin Recreation \$35,200 for the increased scope of services.

Respectfully:

Ken Fisher, Recreation Manager



City Council Staff Report

Subject: Recreation Facilities Master Plan
Author: Ken Fisher, Recreation Manager
Department: Recreation
Date: January 28, 2016
Type of Item: Administrative - Contract Addendum

Summary Recommendations:

Authorize the City Manager to enter into a contract addendum with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of \$93,850.

Executive Summary: In December 2015, the City entered into a Professional Services Agreement with Landmark Design in the amount of \$58,650 to complete a Recreation Facilities Master Plan. Basin Recreation decided that they would like to participate in the Recreation Facilities Master Plan and contacted Landmark Design to increase the scope of services to include Basin owned properties. The increased scope increases the contract amount to \$93,850. The City will be reimbursed from Basin Recreation \$35,200 for the increased scope of services.

Acronyms in this Report:

Background:

The City has a long history of working cooperatively with Basin Recreation and has completed the following studies together in the past few years:

- **Recreation Facility Demand Study:** Study completed in 2011 that compared the number of facilities in Park City & Basin to other resort communities.
- **Community Attitudes & Interest Survey:** Statistically valid survey of residents that was completed in 2012.
- **Mountain Recreation Strategic Action Plan:** This study addresses the prioritization of recreation facilities in the Park City and Snyderville Basin and was completed in 2013.

Analysis:

By Basin Recreation joining in on the Recreation Facilities Master Plan we will have a comprehensive picture of what recreation facilities could go where and what they would cost to own & operate.

The increase of \$35,200 to the contract will be paid by Basin Recreation so the net change order to the City is at no cost.

The expanded scope is Addendum 1 to this report.

Department Review:

This report has been reviewed by department representatives of Recreation, Legal and the City Manager’s Office and their comments have been integrated into this report.

Alternatives:

A. Approve: Authorize the City Manager to enter into a contract addendum with Landmark Design, in a form approved by the City Attorney’s Office, for the services of completing a Recreation Facilities Master Plan in the amount of \$93,850.

B. Deny:
Council may decide to amend the contract this time.

C. Modify:
Council may decide to modify the agreement which would likely delay the project.

D. Continue the Item:
Council may continue the item to a future date

E. Do Nothing:
Council may do nothing which would result in a lack of clarity

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	<ul style="list-style-type: none"> + Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Safe community that is walkable and bike-able 	<ul style="list-style-type: none"> + Abundant preserved and publicly-accessible open space 	<ul style="list-style-type: none"> + Community gathering spaces and places + Entire population utilizes community amenities 	<ul style="list-style-type: none"> + Well-maintained assets and infrastructure + Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Positive 	Positive 
Comments:				

Funding Source:

The Recreation Facilities Master Plan is funded with Park & Open Space Impact Fees and is funded in the CIP budget through #CP0364 which has a balance of \$126,000. Basin recreation will reimburse the City \$35,200.

Consequences of not taking the recommended action:

If Council decides to not include Basin Recreation in the Recreation Facilities Master Plan process then the plan will only look at City owned property and will result in an incomplete plan. .

Recommendation:

Authorize the City Manager to enter into a contract addendum with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of \$93,850.

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah (“City”), and **Landmark Design Inc**, a Utah limited liability company (“Service Provider”), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT signed and executed by the Parties on **December 3, 2015**.

WITNESSETH;

WHEREAS, the parties entered PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (hereinafter “Original Agreement”); and

WHEREAS, the scope of services has increased significantly due to Snyderville Basin Recreation District becoming involved in the Recreation Facilities Master Plan

WHEREAS, the fees associated with the increased scope is \$35,200 bringing the total contract to \$93,850.

WHEREAS, the increased scope of \$35,200 will be reimbursed by the Snyderville Basin Recreation District to Park City Municipal.

WHEREAS, the term of the agreement was due to end April 1, 2016

WHEREAS, the Recreation Facilities Master Plan is still ongoing

WHEREAS, the parties desire to amend the Original Agreement to provide for the expanded scope and sufficient time for such performance.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of June 1, 2016.
- b. **SCOPE OF SERVICES.** The Scope of Services shall be increased to include the Snyderville Basin projects and needs as part of the on-going Park City Facilities Master Plan process. The total fee for the Project shall not exceed **\$93,850.00 (Ninety Three Thousand Eight Hundred & Fifty Dollars)** Dollars

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Name: Landmark Design Inc
Address: 850 South 400 West, Studio 104
City/State/Zip: Salt Lake City, UT 84101
Tax ID#: 87-0447274
Landscape Architect License #:4884491-5301

Mark Vlastic
Printed Name

Signature

President
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__ , before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a limited liability corporation

Notary Public

Addendum 1

Letter of Transmittal

December 24, 2015

Rena Jordan
District Director
Snyderville Basin Special Recreation District
5715 Trailside Drive
Park City, Utah 84098

Brian Hanton
Parks & Recreation Manager



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

Proposal Additional Services Contract

Inclusion of Snyderville Basin Projects and Needs as part of the On-going Park City Recreation Facilities Master Plan Process

Dear Rena and Brian,

Thank you for the opportunity to submit our proposal for incorporating Snyderville Basin's need within the scope of this project. The **Landmark Design Team** is excited at the prospect of working with you and have prepared a scope of work and fee proposal that provides you with the required deliverables necessary to meet your needs.

As discussed during our recent meeting and subsequent telephone conversations including our facilities experts at Sparano + Mooney Architects, our team anticipates including the needs of Snyderville Basin as part of the on-going process established for Park City, as described below.

Proposed Scope of Additional Services

Task 1 – Pre-programming/Facility Planning/Site Fit Studies and Phasing

Based on our telephone conversation held with representatives of Snyderville Basin on Monday, December 21st, Sparano + Mooney Architects (SMA) are now tasked with pre-programming a proposed new field house in the Silver Creek Development and a new, all-season, community center/camp building in Trailside Park. Pre-programming means identifying necessary spaces to be included in these new facilities as defined in meetings (not more than 2) with the Basin as well as their approximate sizes. The goal of this exercise is to make a reasonably accurate determination as to whether the defined facility can fit on the proposed site and not to draw accurate floor plans of those spaces. SMA will also investigate how the proposed facilities (including a leisure pool located at the Canyons Ski Resort) will fit on the proposed sites, how much buildable area is possible on those sites and how phasing of those facilities might work.

The Landmark Design Team will also be evaluating different options for facilities in Silver Creek Village (in addition to the Fireman's Fund Parcel where the proposed fieldhouse would be located); the potential addition of a multi-purpose field on a new parcel near Trailside Park; improvements and/or changes on School District properties, including Ecker Hill, Jeremy Ranch Elementary, and Parleys Park Elementary; expansion opportunities at Trailside Park (in addition to the proposed Community Center/Camp Building) which may include changes to parking lots and the possible addition of a multi-purpose field; and the addition of a multi-purpose field at Willow Creek Park.

Task 2 *Incorporation of new tasks within the Established Park City Facilities Master Plan Process*

Landmark Design will incorporate the needs of Snyderville Basin described in Task 1 within the existing process and schedule for the ongoing Park City Recreation Facilities Master Plan (which will now be called the Mountain Recreation Facilities Master Plan) summarized below:

- Establishment of an Advisory Committee to oversee and provide guidance to the development of the Plan and to work closely with the Team.
- Implementation of a public involvement process, including **public scoping meetings and a draft plan open house meeting**; and a **project web page** as a central clearinghouse for information and input regarding the master plan process. During the *Mountain Recreation Strategic Action Plan* process, we found that residents were very motivated to provide comments on-line, thus we believe this very important means of reaching out will be very effective once again.
- **Analysis of Selected Sites and Option Development**, including construction costs and annual operational, maintenance and replacement costs.
- **Selection of Preferred Sites**, utilizing special evaluation criteria to weigh the pros and cons developed in the analysis of the selected sites and to ultimately evaluate how well each site suits the recreation facilities of priority.
- **Preparation of a Draft Plan**, detailing site and architectural design concepts for each key location, including all amenities to be included in each project. This will include a refinement of opinions of probable cost for construction costs and annual operational, maintenance and replacement costs for each site and facility. We will also identify potential funding options available for the construction of the facilities at this stage.
- **Finalization of the Recreation Facilities Master Plan**, reflecting feedback from the public received during the Public Open House and the Advisory Committee, the draft concepts will be revised and finalized. The Team will present the plan to City Council for their consideration, and following approval will provide the City with an electronic copy and one photo-ready hard copy of the report, which will include the necessary drawings, files, and presentations materials prepared by the Team. If you desire that we print multiple copies of the final report, we can arrange for the printing which will be billed at-cost with no additional markup.

Fee Proposal

Landmark Design proposes a fee of \$35,200 to complete the tasks described in the preceding Tasks. This fee assumes all of the inputs described, including incorporation within the ongoing Park city planning process. We also have included costs for estimated reimbursable costs to cover mileage, plotting, printing and the production of meeting materials in this amount.

Billing Rates

LANDMARK DESIGN

Principal-in-Charge	\$130
Principal Landscape Architect	\$110
Senior Associate Landscape Architect	\$90
Landscape Designer	\$70

SPARANO + MOONEY ARCHITECTURE

Principal	\$165
Project Manager	\$140
Project Architect	\$120
Job Captain	\$90
Draftperson/CAD Operator	\$85
Administrative	\$65

Thank you for this opportunity and for your consideration – we look forward to hearing from you soon.

Respectfully yours,



Mark Vlasic, AICP, PLA, ASLA, LEED Green Associate
Principal-in-Charge and Project Manager



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

On October 29, 2015, Council gave direction for staff to proceed with coordinating with Summit County to establish a Blue Ribbon Citizens Advisory Committee to focus on remote parking solutions within the Greater Park City Area as a limited term entity. As the Council is aware, the City and the County have been working cooperatively on a variety of transportation related efforts to address the existing and future mobility needs of the region. Similar to the City, the County Council has declared transportation as one of the top priorities to be focused on for the foreseeable future. One area of emphasis for both jurisdictions is related to effective parking management, including remote parking outside the City limits as well as in and around the Snyderville Basin. The goal of remote parking is to establish strategic parking locations that serve as intercept lots where auto travelers can safely and conveniently park for extended hours and access their destination via mass transit, car pool, and/or non-motorized means, such as walking or bicycling.

Construction of remote parking lots served by efficient and high frequency transit is a key strategy identified in the SR 224 and SR 248 Corridor Plans as well as the longer range plans such as the 2011 Park City Traffic and Transportation Plan and the 2009 Snyderville Basin Transportation Master Plan. It should also be noted that planning and construction of remote parking facilities are anticipated to be a key recommendation from the various planning studies currently underway by the City and County, including a joint Long Range Transportation Plan (LRTP) currently under development.

Respectfully:

Brooks Robinson, Senior Transportation Planner



City Council Staff Report

Subject: Appointments to Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions within the Greater Park City Area
Author: Alfred Knotts, Transportation Planning Manager
Date: January 28, 2016
Type of Item: Appointments- Advice and Consent

RECOMMENDATION: Staff recommends that the Mayor, with the consent of the Council, appoint the following City residents and concur with the County's appointment of members of the Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions within the Greater Park City Area as recommended by the Selection Committee:

1. Alison Butz (City resident)
2. Bev Harrison
3. Craig Hahn
4. Duncan Silver
5. Frank Fish
6. Michael Andrews
7. Pete Gillwald
8. Ryan Dickey (City resident)
9. Stanley Goldschmidt
10. Will Pratt
11. Bill Malone
12. Leah Kolb
13. John West

EXECUTIVE SUMMARY: On October 29, 2015, Council gave direction for staff to proceed with coordinating with Summit County to establish a Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions within the Greater Park City Area as a limited term entity. As the Council is aware, the City and the County have been working cooperatively on a variety of transportation related efforts to address the existing and future mobility needs of the region. Similar to the City, the County Council has declared transportation as one of the top priorities to be focused on for the foreseeable future. One area of emphasis for both jurisdictions is related to effective parking management, including remote parking outside the City limits as well as in and around the Snyderville Basin. The goal of remote parking is to establish strategic parking locations that serve as intercept lots where auto travelers can safely and conveniently park for extended hours and access their destination via mass transit, car pool, and/or non-motorized means, such as walking or bicycling.

Construction of remote parking lots served by efficient and high frequency transit is a key strategy identified in the SR 224 and SR 248 Corridor Plans as well as the longer

range plans such as the 2011 Park City Traffic and Transportation Plan and the 2009 Snyderville Basin Transportation Master Plan. It should also be noted that planning and construction remote parking facilities are anticipated to be a key recommendation from the various planning studies currently underway by the City and County, including a joint Long Range Transportation Plan (LRTP) currently under development.

ACRONYMS USED IN THIS REPORT:

CAC - Citizens Advisory Committee
LRTP – Long Range Transportation Plan

BACKGROUND: On September 23, 2015, the Mayor and City Council were sent correspondence from Summit County Manager, Tom Fisher, requesting the City endorse the establishment of a “Blue Ribbon Citizen’s Advisory Committee” for remote parking. As described in the correspondence, the mission of the CAC, jointly developed by City and County staff, is as follows:

The Blue Ribbon Citizens' Advisory Committee (CAC) is a volunteer advisory group to Summit County and Park City as they prepare a long-term regional transportation plan. As a volunteer advisory group, the members of the CAC make recommendations based upon members' expertise and experience, together with community input and engagement. The intent of the CAC is to advise the City and County on the development and implementation of sound, feasible, and cost effective community-wide remote parking solutions through constructive community engagement. The CAC does not set regulations or policy and does not have independent duties or authority to take actions or make any recommendations that will bind the City or County.

On October 29, 2015, Council gave direction for staff to proceed with coordinating with Summit County in establishing a Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions within the Greater Park City Area as a limited term entity. The Committee was anticipated to be 12 members with six each from the City and the County to serve a three year term. After advertising and extending the application deadline, 13 members of the community expressed interest, only two of which reside within the City limits.

ANALYSIS: The County opened the application process for the Citizens Advisory Committee on November 9, 2015, and closed on December 2nd. Applicants were recruited through the City and County websites and the two local newspapers. The County accepted applications after the deadline and further invited other key members in order to fill out the Committee.

In reviewing the experience and interest from the 13 individuals, staff is comfortable with make-up of the Committee. The Citizens Advisory Committee effort will result in an

educated, well-vetted, public process and result that will facilitate Council direction in the future. The Committee meetings will be noticed and open to the public.

SIGNIFICANT IMPACTS:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	<ul style="list-style-type: none"> + Balance between tourism and local quality of life + Varied and extensive event offerings + Accessibility during peak seasonal times + Well-utilized regional public transit + Safe community that is walkable and bike-able 	<ul style="list-style-type: none"> + Reduced municipal, business and community carbon footprints 	<ul style="list-style-type: none"> + Shared use of Main Street by locals and visitors 	<ul style="list-style-type: none"> + Engaged, capable workforce + Well-maintained assets and infrastructure + Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (<i>Quality of Life Impact</i>)	Very Positive 	Positive 	Positive 	Very Positive 
Comments:				

Department Review:

This report has been reviewed by the City Attorney’s office and the City Manager.

Approve: Appoint the members of Citizens Advisory Committee as recommended by the staff. *This is the staff recommendation.*

Deny: Council could deny the staff recommendation and request staff to expand the application pool. Denying this request would have a negative impact on the timeframe initiating the process as well as miss a key opportunity to engage the community around parking in the community.

Continue: Council could ask staff to return with further information on applicants or process. Continuing this item will extend the time frame of the process.

Funding Review: No funding is requested or needed at this time.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Should Council not take action on this request, at this time, the County will continue with this process. Staff recommends the creation of the Citizens Advisory Committee to ensure a broad,

inclusive, and thorough analysis of potential remote parking sites in the greater Park City area.

RECOMMENDATION: Staff recommends that the Mayor, with the consent of the Council, appoint the following City residents and concur with the County's appointment of members of the Blue Ribbon Citizens Advisory Committee to Focus on Remote Parking Solutions within the Greater Park City Area as recommended by the Selection Committee:

1. Alison Butz (City resident)
2. Bev Harrison
3. Craig Hahn
4. Duncan Silver
5. Frank Fish
6. Michael Andrews
7. Pete Gillwald
8. Ryan Dickey (City resident)
9. Stanley Goldschmidt
10. Will Pratt
11. Bill Malone
12. Leah Kolb
13. John West



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff requests the City Council approve the amendments to the Municipal Code as proposed in the attached ordinance (Attachment 3).

Respectfully:

Minda Stockdale,



City Council Staff Report

Subject: Special Events Department Code Changes
Author: Minda Stockdale, Special Events Department Intern
Jenny Diersen, Special Events Coordinator
Jason Glidden, Economic Development Project Manager
Department: Sustainability
Date: Thursday, January 28, 2016
Type of Item: Legislative

Summary Recommendations:

Staff requests the City Council approve the amendments to the Municipal Code as proposed in the attached ordinance (Attachment 3).

Executive Summary:

Staff is proposing changes to Title 4 in the Park City Municipal Code, as well as updating Council on Special Events related tasks. Amendments are targeted in four areas:

- 1) Creation of a Level One Event category, with the intention of making the regulatory process easier to navigate for less complicated events;
- 2) Creation of additional criteria for event approval and evaluation;
- 3) Creation of 'First Amendment Event' category to ensure the right to speak and protest in public forums, and protect public safety;
- 4) Creation of a Fee Reduction policy and a discussion to ensure the tool is aligned with Council's economic and financial goals; and
- 5) Update the liability insurance requirements to cover the City's potential exposure during an event.

These changes are consistent with Council's interest in ensuring a balance between tourism and local quality of life, as well as streamlined and flexible operating processes with municipal operations, as stated in Council's Desired Outcomes.

Acronyms in this Report:

SEAC	Special Events Advisory Committee
MFL	Master Festival License
SEP	Special Event Permit
RAB	Recreation Advisory Board

Background:

On October 9, 2014, staff facilitated a Study Session with City Council to discuss Special Events in Park City. During that conversation, Council members expressed concerns regarding the impact of events on the Park City community. Discussions centered on finding a "balance" between the positive economic outcomes that events bring to the community and the negative impacts such as traffic and parking congestion. Additional dialog focused on the

growth of community gatherings that have morphed into large-scale events, which we hear anecdotally has begun to deter local residents from attending.

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

Lastly, Council discussed resources that the City utilizes to regulate, organize, promote, facilitate and mitigate for the impacts of events in Park City. Council requested that staff return with a clearer picture of the level of support that the City provides for events.

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

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

Council affirmed a number of next steps represented in the matrix below along with a brief description and proposed completion date. These projects were designed to help reach the stated goals above while paving the way for the City to have the ability to deny events that do not help build the community through positive economic benefits while minimizing negative impacts.

Project	Description	Update
<p style="text-align: center;">Special Event Advisory Committee (SEAC)</p>	<p>Creation of a group of community stakeholders that will provide feedback on events including: event prioritization, event funding, and debrief information. Participants of this group would include: Chamber, HPCA, Lodging Association, Restaurant Association, Mountain Trails Association, Park City School District, resort representatives, and four at-large community members. Similar to RAB, appointments would come from Council through an application and interview process</p>	<p>The committee had its second meeting on October 29, 2015. The group will meet quarterly</p>

Event Prioritization Process	Finalize process for prioritizing events based on a number of weighted criteria	Staff presented the Event Prioritization to SEAC on October 29, 2015; Staff is working with SEAC to finalize the grading sheet by February 2016
Code Changes on Event Type	Propose changes to Municipal Code that will create new event type that will realign event types based on impacts caused. Each event type would have different requirements such as: insurance, application deadlines, and permit fees	Staff is requesting approval of proposed changes on January 28th, 2016
Resident Notification Requirements	Create list of public notification requirements for events causing localized impacts on residential areas or business districts	This was completed and presented to City Council in March 2015
Event Venue Guideline Sheets	One-page sheets that would outline City-owned venues and provide guidelines specific to that venue. Items included would be: General type of event activity, parking availability, hours of operations, public transit availability, and other general restrictions	Staff presented a first draft of sheets to Council and is working on edited drafts. Completion is scheduled for Spring 2016
Reorganization of 4th of July Event	Rework 4th of July event to reduce impacts on the community and create an event that will continue to draw local residents to the event	Staff is debriefing the 2015 event and is working on plans for 2016 event

On March 26, 2015, staff returned to Council with updates on the following subjects:

- *Resident Notification Requirements*
- *Special Event Advisory Committee (SEAC)*
 - City staff hosted the second quarterly meeting on October 29, 2015
- *Reorganization of 4th of July Event*
- *Event Venue Guideline Sheets*

On January 14, 2016, staff returned to Council with updates on the following subjects:

Event Prioritization Process –

The Event Prioritization process will provide staff with a tool to grade events based on a variety of criteria. The primary focus will be on three areas: Economic Impact, Community/Cultural Impact, and City Resources. The process would be for staff to provide scoring to the grading sheet for each event permitted. The grading will allow a means of evaluating events to objectively inform decision making on event permitting for new and existing events, events that have reached critical thresholds or in the case of conflicting events.

Code Changes on Event Type –

Staff has proposed a number of edits to the Municipal Code as it relates to the permitting of events. In an effort to make the proposed edits easier to review, staff separated the edits into four categories and provided a summary of the changes proposed:

Event Titles – Staff is recommending the following changes to event category titles to avoid confusion over classification based on impacts and thresholds vs. intent or character.

- Community Event, now Level One Event
- Special Event, now Level Two Event
- Master Festival, now Level Three Event

Event Type – Staff is recommending edits to the Code that will create a new event types to align types of events based on impacts caused, and ensure the right to speak and protest in public forums, and protect public safety;

Staff is proposing the addition of a “Level One” type in Municipal Code. This type of event would come with limited impacts on the community and thus require less time to permit. These types of events would have the following:

- Application deadline;
 - Level One event applications (proposed) are to be submitted, completed thirty (30) days in advance;
 - Level Two event applications (previously SEPs) are to be submitted, completed sixty (60) days in advance;
 - Level Three event applications (previously MFLs) are to be submitted, completed ninety (90) days in advance.
- Application fee of forty dollars (\$40);

	<u>Fee</u>
Level One/First Amendment	\$40
Level Two	\$80
Level Three	\$160

- Event types are determined based on degree of impacts on the City including but not limited to: anticipated attendance, use of amplified sound, transportation and parking impacts, use of public or private property and admission. In general,

any event is defined as the following if they meet one or more of the listed criteria in a given category:

- LEVEL ONE EVENT
 - the attraction of crowds up to 199 people; or
 - necessity for rolling street closure.
- LEVEL TWO EVENT
 - the attraction of crowds between 200 and 499 people; or
 - necessity for partial street closure.
- LEVEL THREE EVENT.
 - the attraction of large crowds greater than 500 people; or
 - necessity for full street closure.

Staff is proposing the addition of 'First Amendment Event.' First Amendment events have the same Application requirements as Level One events, including a forty dollar (\$40) Application fee, Application deadline of thirty (30) days, and all supplemental documents, unless deemed unnecessary by the Economic Development Manager or his/her designee. Additional components of First Amendment events are:

- Waiver of all fees if the Applicant demonstrates, by sufficient evidence, 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.
- If it is not reasonably possible to obtain a permit in advance of a First Amendment event, no permit shall be required providing that they do not affect public health and safety or adversely interfere with a previously permitted event (defined in subsections B-E of section 4-8-5).

Approval of Events – Staff was asked by City Council in March to investigate criteria for approval and evaluation of an event beyond health and safety concerns, to include community prioritization criteria for an event. The proposed changes to the Code would add additional criteria for approval based on the economic and cultural value that an event brings to the community as well as how the event correlates with Park City's Economic Development Plan and the City's General Plan, determined by impact on public space, diversity of existing event calendar or uniqueness of event, degree of retail activity and degree of economic benefit compared to community impact and cost of City services. The criteria would be used to evaluate events and to make a decision on which event to permit when two applications are submitted that conflict with each other or create impacts too great to approve both events.

Fee Reductions – Currently, the City uses the fee waiver request process as a tool to help facilitate events. Fee waiver requests currently are evaluated and reviewed on an event-by-event basis. As the Special Events Department has improved its accounting and tracking of city service costs required for events, fee waiver requests have become a necessary option for event organizers, especially those in the non-profit sector and our community partners, which host more than 70% of events. The proposed edits to fee reduction policy in the Code will provide clarity on a fee reduction process for both

the event organizer and City Departments. The proposed process will evaluate reduction requests on a bi-annual basis, and will continue to follow the City's Purchasing Policy including when it is necessary for City Manager or City Council approval. The recommended changes also include criteria used by SEAC and City staff to evaluate and recommend level of city services to be provided to an event. Special Events staff is working to establish a threshold of requested waived city service costs above which SEAC would review and provide a recommendation. Recommended changes reflect the Fee Reduction Policy (Attachment 1), which Special Events staff has developed based on tracking of city service costs required for events, which for fiscal year 2015 was approximately two hundred thousand dollars (\$200,000).

Analysis:

Special Event staff has been working on the completion of the project list provided to Council in fall 2014. Staff has a number of proposed edits to the Municipal Code as it relates to the licensing of events (Attachment 3). Staff has been working to review the code within the Special Events Department as well as update fees currently approved in the City's fee schedule; many of the edits are merely a cleanup of these changes. In an effort to make the proposed edits easier to review, staff has provided a summary of the updates to Title 4 of the Park City Municipal Code:

Topic	Current Municipal Code Chapter	Summary of Current Code	Summary of Proposed Code	Analysis
Event Type	4-1-1.30 Master Festival; 4-1-1.49 Special Event	Two categories of event permits: Master Festival and Special Event. Public impact definitions are non-specific	Three categories of event permits: Levels One, Two and Three. Public impacts are specifically defined to facilitate and complement the Event Prioritization Process	Creation of a new category of Level One Event facilitates our local and community oriented events that have limited impacts and need for city services and staff time. Annually there are approx. 30 of these type of events, which represents thirty-nine percent (39%) of our overall event portfolio, the majority are self-contained. The code amendments reduce the amount of time and standards to permit these events
Event Type, cont.	Proposed: First Amendment Event	No event type that accounts for free speech activities	First Amendment event applications and permits for first amendment activities are highly encouraged but not ultimately required	Addition of First Amendment Event type protects the City and allows the City to enable citizens' First Amendment rights

Approval of Events	4-8-5 Standards for Permit Approval; 4-8-6 Conflicting Permit Applications	Standards for prohibiting or restricting event permits are primarily limited to health, safety and welfare impacts	Expanded to include event debrief and SEAC recommendations based on economic, cultural and community impacts; modified conflict provisions	Based on Council Study sessions we're creating new tools to approve and evaluate events
Fee Reductions (previously Fee Waivers)	4-8-9 Fee Waivers	Event fees may be waived by the City Manager or City Council at the recommendation of the Special Events Department. Requests for fee waivers are accepted on a rolling basis. No budget is indicated for waived event fees	Consider SEAC recommendations; applications for fee reductions would be accepted bi-annually; City budget max. of two hundred thousand dollars (\$200,000) will be allocated to be used towards reducing special event fees. Extraordinary requests or applications received outside of the specified deadline must address additional criteria in order to be considered for fee reductions	Aligns fee reductions with budget process
Liability Insurance	4-8-10 Insurance Requirements	MFL applications must include proof of liability insurance in the amount of two million dollars (\$2,000,000)	Proof of liability insurance would be set according to the Hazard Matrix. Staff research found use of a hazard matrix to be a best practice in other cities, including SLC. Our matrix was developed after consultation with risk management, insurance and department representatives.	Allows insurance requirement amounts to be adjusted per event based on the City's liability exposure. Some events will see lower amounts and some higher.

Department Review:

Sustainability, Executive, Legal and Special Events Departments have reviewed this report. The Special Event Advisory Committee has been briefed on the changes proposed.

Alternatives:**A. Approve:**

Approve the proposed Municipal Code Changes. These changes will allow City staff to better manage events by:

- Tailoring event requirements in accordance with their potential impacts, thus making the licensing process easier for events with fewer impacts, for example, Community Events;
- Providing additional standards for application denial beyond health, safety and welfare impacts, and allowing application denial if the City finds that events do not provide positive impacts to the community;
- Adhering to a well-defined and highly structured fee reduction policy that aligns with the City's budget process and facilitates the reduction of event fees for events that provide positive impacts to the community;
- Minimizing the City's liability exposure during events.

B. Modify:

Council could choose to modify the proposed Municipal Code Changes and provide edits to staff to ensure that City Council's goals are met.

C. Continue the Item:

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

D. Do Nothing:

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

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	<ul style="list-style-type: none"> + Balance between tourism and local quality of life + Varied and extensive event offerings + Unique and diverse businesses + Multi-seasonal destination for recreational opportunities 		<ul style="list-style-type: none"> + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Vibrant arts and culture offerings 	<ul style="list-style-type: none"> + Well-maintained assets and infrastructure + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors + Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Positive 	Very Positive 
Comments:				

Funding Source:

All funding would come from the City’s General Fund.

Consequences of not taking the recommended action:

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

Recommendation:

City Council should hold a public hearing and consider amending the Municipal Code as proposed in the attached ordinance.

Attachments:

- Attachment 1 – Fee Reduction Policy
- Attachment 2 – Fee Reduction Application
- Attachment 3 – Ordinance and Proposed Changes to Municipal Code
 - Ordinance Exhibit A – Title 4, Chapter 1
 - Ordinance Exhibit B – Title 4, Chapter 8

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: application, building permit, facility or equipment rental, public safety personnel, field and park rental, special use of public parking permit, bleacher and trail fees. Fees will 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 Advisory Committee (SEAC) and Special Events Department will review all applications and submit recommendations to a panel consisting of the Economic Development Manager and Budget Manager(s). The Panel may approve event fee reductions up to a total of fifteen thousand dollars (\$15,000). The City Manager may approve fee reductions from fifteen thousand dollars (\$15,000) 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. In the case of appeal, the City Manager will have final authority in determining whether an applicant meets these criteria for fee reduction requests fewer than fifteen thousand dollars (\$15,000). Determinations on fee reductions between fifteen thousand and twenty five thousand dollars (\$15,000-\$25,000) can be appealed to the 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 may be downloaded from the City's 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 event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than thirty days (30) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees. Appeals to estimated Special Events fees must be submitted to City Council.

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 1st for events occurring January 1st through June 30th, and
- April 1st for events occurring July 1st through December 31st.

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 or City Manager upon the determination that such action is consistent with the overall goals of the City.

The Special Events Department and Special Events Advisory Committee will review all applications on a bi-annual basis, and forward a recommendation to the Economic Development and Budget Managers or the City Manager for authorization. All potential awards of fee reductions will be publicly noticed 48 hours ahead of a City Council action.

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.

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION



Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1* for events occurring January 1* through June 30th, and April 1* for events occurring July 1* through December 31*. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: Annually, the city will allocate up to two hundred thousand dollars (\$200,000) to be used to reduce fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Date of Application	
Applicant Legal Organization Name	
Organization Contact (First, Last)	
Title/Position	Phone/Email
Organization Street Address	
Organization Mailing Address	
Is organization a registered non-profit?	Yes <input type="checkbox"/> No <input type="checkbox"/>

SPECIAL EVENT FEE INFORMATION

EVENT TITLE:		
EVENT DATE (S)		
Estimate of total fees requested to be waived, provided by the Special Events Department:	\$ _____	
EVENT TYPE	<i>Please refer to the Special Event Fee Waiver Policy for more information</i>	
<input type="checkbox"/> Local/Community Cultural	<input type="checkbox"/> Local/Community Recreational	
<input type="checkbox"/> Regional Recreational	<input type="checkbox"/> National/International	<input type="checkbox"/> Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA Please limit responses to each of the following criteria to 500 words.

On a separate page, please indicate your reasons for choosing Park City as the location for your event.	
Will a fee be charged for attendance or participation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' inability to pay such fees.	
Does the event provide programs for local youth or youth organizations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
On a separate page, please include a summary of how the event provides programs for local youth or youth organizations. Your description should address how many youth you expect to benefit, and include projections and/or statistics and data.	

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds or provide revenue opportunities to Park City. Your description should include projections and/or statistics and data.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	\$ _____
Administrative	\$ _____
Program Staff	\$ _____
Other (Specify)	\$ _____
Total Salaries/Fees	\$ _____

B. Facility/ Space Rental Fees (non-city)
\$ _____

C. Remaining Costs (itemize)

Equipment Rental (non-city)	\$ _____
Marketing	\$ _____
Travel	\$ _____
Insurance (non-city)	\$ _____
Misc. fees (please specify)	\$ _____
Other (please specify)	\$ _____
Total Event Costs	\$ _____

D. Total Special Events Fees
\$ _____

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
\$ _____

Program or Event Income

E. Registration and/or Participation Income \$ _____

_____ participants x \$ _____ reg. or part. fees

F. Donations or Sponsorships

Corporate/ Business	\$ _____
Foundations/ Grants	\$ _____
Clubs/Organizations	\$ _____
Memberships	\$ _____
Individual Donors	\$ _____
Other (please specify)	\$ _____
Total Donation/Sponsorship Total	\$ _____

G. Other income (please specify)
\$ _____

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
\$ _____

RULES AND REGULATIONS

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed)

Signature (if electronic signature is available):

Date:

FOR MUNICIPAL USE ONLY

Date, Application received

Municipal Fees

- Application Fee _____
- Facility Rentals _____
- Field Rentals _____
- Public Parking Spaces _____
- Bleachers _____
- Fire Permit _____

- Total of fees that can be waived _____

Total Amount or Percentage of fees waived

\$ or % _____

Approved by City Manager – Diane Foster

Approved by Assistant City Manager – Matt Dias

Ordinance No. 16-07

AN ORDINANCE AMENDING TITLE 4-LICENSING: CHAPTER 1, DEFINITIONS; AND CHAPTER 8, MASTER FESTIVAL LICENSE, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, special events within the city limits of Park City continue to grow; and

WHEREAS, Park City desires to facilitate events that provide positive impacts to the local resort economy, contribute to the unique historic character and cultural vitality of the City, and help to build a higher quality of life for city residents, visitors and the local business community; and

Whereas, special events range from very small neighborhood-level events to city-wide, multi-million dollar productions; and

Whereas, special events held in the City impact public safety and impede the flow of pedestrian and vehicular traffic; and

Whereas, a special event permit application process will allow the City to manage neighborhood impacts of private events and balance the competing uses of its public spaces to ensure that members of the public are able to access public spaces; and

WHEREAS, Park City Municipal Corporation wants to ensure public health, safety, and welfare during all permitted events; and

Whereas, when more than one event occurs in the same general area, the occupancy level of venues, public property, adjacent city streets and sidewalks increases, which may create an unsafe condition and strain the City's resources and infrastructure; and

WHEREAS, limiting the number of special events that may occur simultaneously will allow the City to prevent people from being injured due to overcrowding, overcapacity streets and sidewalks, and will allow the City to better manage its resources and infrastructure; and

WHEREAS, citizens need to quickly access public space to respond to current events through spontaneous speech.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH THAT:

SECTION 1. AMENDMENTS TO TITLE 4 – Licensing of the Municipal Code Chapter One (In General). The recitals above are incorporated herein as findings of fact. Chapter 1 of the Municipal Code of Park City is hereby amended as redlined (see Exhibit A).

SECTION 2. AMENDMENTS TO TITLE 4 – Licensing of the Municipal Code Chapter Eight (Master Festival License). The recitals above are incorporated herein as findings of fact. Chapter 8 of the Municipal Code of Park City is hereby amended as redlined (see Exhibit B).

SECTION 3. This ordinance shall become effective upon publication.

**PASSED AND ADOPTED BY THE Park CITY COUNCIL this ____ day of _____,
2015.**

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney



TITLE 4 - LICENSING

CHAPTER 1 - IN GENERAL

4- 1- 1. DEFINITIONS.

All words and phrases used in this title shall have the following meanings unless a different meaning clearly appears from the context:

4-1-1.1 **ALCOHOLIC BEVERAGES.** Includes "beer" and "liquor" as they are defined herein.

4-1-1.2 **ARCADE.** A business dedicating at least eighty-five percent (85%) of its square footage to amusement games only, and not more than fifteen percent (15%) dedicated to concession and/or cashiering. No food preparation is allowed and alcoholic beverages may not be sold.

4-1-1.3 **BEDROOM.** Each room in a hotel, motel, lodge, timeshare project, condominium project, single family residence or other nightly lodging facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

4-1-1.4 **BEER.** Any beverage containing not less than one-half of one percent (.5%) of alcohol by volume and obtained by the alcoholic fermentation of an infusion or decoction of any malted grain, or similar products. "Heavy beer" means beer

containing more than three point two percent (3.2%) of alcohol by weight. "Light beer" means beer containing not more than 3.2% of alcohol by weight. "Beer" may or may not contain hops or other vegetable products. "Beer" includes ale, stout and porter. Beer does not include a flavored malt beverage.

4-1-1.5 **BEER LICENSE - SPECIAL EVENT TEMPORARY .** A license issued by the City to an individual or organization for a maximum period of time of thirty (30) days to sell beer at an event. Person's holding a special event temporary beer license issued by the City are also required to obtain a State Temporary Special Event Beer permit, but are not required to obtain an on-premise beer license.

4-1-1.6 **BEER RETAILER.** Any business establishment engaged, primarily or incidentally, in the retail sale or distribution of beer to public patrons, whether for consumption on or off the establishment's premises, and that is licensed to sell beer by the Commission and Park City.

4-1-1.7 **BEER RETAILER - ON PREMISE.** Any beer retailer engaged, primarily or incidentally, in the sale or distribution of beer to public patrons for consumption on the retailer's premises. It

includes taverns.

4-1-1.8 **BUSINESS.** A distinct and separate person or entity engaging in business, as those terms are defined herein. A business is distinguished from another business by separate state sales tax numbers or separate ownership.

4-1-1.9 **CHARITABLE ORGANIZATION.** "Charitable organization" means any recognized religious organization, or any social or welfare organization recognized and dedicated to the relief of the poor, care of the sick or elderly, or aid to victims of disaster, catastrophe, or personal tragedy.

4-1-1.10 **CLUB LICENSEE.** A Club Licensee is a person licensed under Chapter 5, Club Licenses, of the Alcoholic Beverage Control Act.

4-1-1.11 **COMMERCIAL VEHICLES AND TRAILERS.** Businesses that utilize motor vehicles as their normal course of business, but do not transport people to, from and within Park City for a fee. Such businesses include but are not limited to delivery trucking, commercial hauling, snow removal services, u-haul or other cargo rental vehicles, concrete trucks and dump trucks.

4-1-1.12 **COMMISSION.** The State of Utah Alcoholic Beverage Control Commission.

4-1-1.13 **CONDUCTING BUSINESS.** For purposes of this Title the term "conducting business" shall include the sale or offering for sale of any goods or merchandise, or the offering or performing

of any service for valuable consideration of any kind.

4-1-1.14 **CORPORATE SPONSOR.** Any business enterprise or combination of business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the events operating expenditure budget.

4-1-1.15 **DABC.** The Utah Department of Alcoholic Beverage Control.

4-1-1.16 **DESIGNEE.** A Park City staff member qualified to process liquor-related Applications and renewals.

4-1-1.17 **DIRECTOR.** The Administrative Services Director of Park City.

4-1-1.18 **DIVISION.** The Park City Business Licensing Division.

4-1-1.19 **EMPLOYEE BASED.** Businesses which lease or otherwise provided employees to other businesses or any person in return for consideration. Such businesses include but are not limited to employment agencies and security firms.

4-1-1.20 **ENGAGING IN BUSINESS.** Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to, the sale, rental, gifting, or

promotion of tangible personal or real property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment; each manufacturing or originating company whether individually occupying a premise or co-locating shall be required to obtain an individual business license for that business activity.

4-1-1.21 **FIREWORKS PERMIT.**
A permit issued by the City Fire Marshal for aerial or concession fireworks, pursuant to the Uniform Fire Code.

4-1-1.22 **GIFTING.** Includes various hospitality, gifting, filming, display, exhibiting or promotional use of goods, not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc., and give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product; and includes direct or indirect interaction with customers, potential customers in order to increase awareness of a product, service of company. Corporate groups that receive gifts purchased by the corporation are not provided by another entity and are exclusively for the group will not be considered gifting.

4-1-1.23 **HOURLY UPHILL LIFT CAPACITY.** The aggregate number of persons that can be accommodated per hour by all of the ski lifts in a given ski resort operating at the maximum safe rate of operation.

4-1-1.24 **HOURLY USER CAPACITY.** The maximum number of persons that can be safely and reasonably accommodated per hour by an amusement park, golf course, athletic club, theater bowling alley, tennis club, racquetball club, swimming pool, and any other recreational, sports, or entertainment facility.

4-1-1.25 **LICENSEE.** Any person holding any beer or liquor license in connection with the operation of a place of business or private club. This term shall also include beer or liquor handling employee of the licensee. The licensee is responsible for the acts and omissions of its employees.

4-1-1.26 **LICENSED PREMISE.**
Any room, building, structure, or place occupied by any person licensed to sell beer or to allow the consumption or storage of liquor on such premises under Chapter 4; provided that in any multi-roomed establishment, an applicant for an on-premise or off-premise beer license shall designate a room or portion of a building of such business for the consumption or the sale of beer, which portions shall be specifically designated in the application and, in the license issued pursuant thereto, shall be the licensed premises. Multiple dining facilities located in one building, owned or leased by one license applicant and subject to the same type of beer or

liquor license shall not be deemed separate licensed premises, and shall not be required to obtain a separate license for each area.

4-1-1.27 **LICENSE FEE(S).** Includes the administrative fee and service enhancement fee as defined by the Business License Fee Schedule.

4-1-1.28 **LIQUOR.** Includes alcohol, or any alcoholic, spirituous, vinous, fermented, malt or other liquid combination of liquids, a part of which is spirituous, vinous, or fermented, and all other drinks or drinkable liquids, containing more than one half one percent (.5%) of alcohol by volume; and which are suitable for beverage purposes; and includes a flavored malt beverage. Liquor does not include a beverage defined as beer.

4-1-1.29 **MANUFACTOR.** Means to distill, brew, rectify, mix, compound, process, ferment, or otherwise make an alcoholic product for personal use or for sale or distribution to others.

~~4-1-1.30 **MASTER FESTIVAL.** Any event held on public or private property in which the general public is invited with or without charge and which creates significant public impacts through any of the following:~~

~~(A) the attraction of large crowds,~~

~~(B) necessity for street closures on Main Street or any arterial street necessary for the safe and efficient flow of traffic in Park City,~~

~~(C) use of public property,~~

~~(D) use of City transportation services,~~

~~(E) use of off site parking facility, or~~

~~(F) use of amplified music in or adjacent to a residential neighborhood.~~

4-1-1.314-1-1.30 **MOBILE FOOD VENDOR.** Any motor vehicle from which consumable on-site food service is offered. Mobile food vendors are restricted to serving construction sites.

4-1-1.324-1-1.31 **MONTHLY RENTAL FACILITY - UNDER MANAGEMENT.** Any place where rooms or units are rented or otherwise made available by a manager or management company for residential purposes on a monthly or longer time basis, but not including monthly or longer rental by the owner of the property without management.

4-1-1.334-1-1.32 **NIGHTLY LODGING FACILITY.** Any place where or any portion is rented or otherwise made available to persons for transient lodging purposes for a period less than thirty (30) days including, without limitation, a hotel, motel, lodge, condominium project, single family residence or timeshare project.

4-1-1.344-1-1.33 **NON-PROFIT CORPORATION.** A corporation, no part of the income of which, is distributable to its members, trustees or officers, or a non-profit cooperative association.

4-1-1.354-1-1.34 **NUISANCE.** Any licensed premises where: alcoholic beverages are manufactured, sold, kept, bartered, stored, consumed, given away or used contrary to the Alcohol Beverage Control Act, the Utah Liquor Commission

Rules and Regulations, or this Code; or intoxicated persons are permitted to loiter about, or profanity, indecent, immoral, loud or boisterous language or immoral, unruly, disorderly, lewd, obscene conduct is permitted, or carried on; or persons under the age of twenty-one (21) are permitted to purchase or drink beer or liquor; or city, county, state or federal laws or ordinances are violated by the licensee or his agents or patrons with the consent or knowledge of licensee which tend to affect the public health, safety, peace, or morals; or patrons are throwing litter or other objects within the licensed premises or from the licensed premises in a manner which tends to affect the public safety or health; or patrons are permitted to remove opened containers of alcoholic beverages or glasses containing alcoholic beverages from the licensed premises to the public street or way.

4-1-1.364-1-1.35 **PEDDLER.** A person who carries goods or merchandise with him or her and sells or offers for sale those goods or merchandise on a door-to-door or transient basis rather than from a fixed location.

4-1-1.374-1-1.36 **PERSON.** Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise.

4-1-1.384-1-1.37 **PLACE OF BUSINESS.** Each separate location maintained or operated by the licensee within Park City from which business activity is conducted or transacted. A

location shall be identified by street address or by building name if a street address has not been assigned. "Place of business" as used in connection with the issuance of beer and liquor licenses means cafes, restaurants, public dining rooms, cafeterias, taverns, cabarets, clubs, and any other place where the general public is invited or admitted for business purposes, including any patios, balconies, decks, or similar areas, and also means private clubs, corporations and associations operating under charter or otherwise wherein only the members, guest members and their visitors are invited. Occupied hotel and motel rooms that are not open to the public shall not be "places of business" as herein defined.

4-1-1.394-1-1.38 **RESTAURANT.** A place of business where a variety of hot food is prepared and cooked and complete meals are served to the general public in indoor dining accommodations, or in outdoor accommodation and is engaged primarily in serving meals to the general public.

4-1-1.404-1-1.39 **RESORT LICENSE.** A type of liquor and/or beer license available to a resort. A resort, for purposes of the Resort License definition, is a single building which physically touches the boundary of a ski area and has at least 150 dwelling or lodging units, the building itself is at least 400,000 square feet (excluding areas such as above ground surface parking) and where at least half of the units are owned by a person other than the resort licensee.

4-1-1.414-1-1.40 **RETAILER.** Any person engaged in the sale or distribution of alcoholic beverages to the consumer.

4-1-1.424-1-1.41 **ROUTE DELIVERY**. Any delivery made to customers of a business, which makes repeated door-to-door deliveries to the same households along designated routes with an established time interval in between delivery visits. The majority of such deliveries must be to fulfill orders previously made by the customer. However, nothing in Chapter 3 shall prevent orders from being taken from established customers and filled during such delivery visits. Such businesses will include, but not be limited to, dairies and sellers of bulk meats or produce.

4-1-1.434-1-1.42 **SELL OR TO SELL**. Any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or any pretexts promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant or employee unless otherwise defined in this title.

4-1-1.444-1-1.43 **SET-UP**. Glassware, ice, and/or mixer provided by a licensee to patrons who supply their own liquor.

4-1-1.454-1-1.44 **SKI RESORT**. A ski area, such as the Park City or Deer Valley Ski Areas, which is operated as a distinct and separate enterprise, and which shall be deemed to include, without limitation, the ski runs, ski lifts, and related facilities that are part of the ski area and primarily service the patrons of the ski area. The ski resort includes ski instruction, tours, first aid stations, parking garages, management and maintenance facilities, and workshops, but does not include food service, ski rentals, or retail sales of goods

or merchandise, which are all deemed separate businesses even if owned by a resort operator.

4-1-1.464-1-1.45 **SKIER DAY**. A three (3) year average of the total number of lift tickets sold annually, including daily lift tickets, resident coupons, complimentary tickets, and an estimated average of season pass holders daily use. The three (3) year average shall be calculated by the Ski Resort and shall include the three most recent years of operation from November 1 through June 30. The City may audit the analysis and any business records relied upon for the analysis. The calculation shall be submitted to the Finance Department by October 15th of each year.

4-1-1.474-1-1.46 **SOLICITED DELIVERY**. A delivery of previously ordered goods or services or the United States mail. Solicited delivery includes, but is not limited to, the delivery of newspapers or publications pursuant to a subscription, the United States mail, parcel delivery services, businesses engaging in route delivery or persons delivering previously ordered goods or services on behalf of an established retailer of those goods or services.

4-1-1.484-1-1.47 **SOLICITOR**. A person who contacts individuals or the general public for the purpose of taking orders for goods or services, or encouraging attendance at sales presentations, lectures, seminars, or the like at which goods or services are promoted or offered for sale, whether the presentation is held within Park City or not, provided that the solicitor makes contact with the public at a location other than at the regular place

of business at which the goods or services are actually sold or performed. For purposes of Chapter 3, the term "goods or services" shall include merchandise, produce, personal services, property services, investment opportunities, franchises, time intervals in the use of ownership or real property, and any other kind of tangible or intangible thing that is given in exchange for a valuable consideration.

4-1-1.494-1-1.48 **SPECIAL EVENT.**

~~Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal business and/or liquor regulations, as defined by this Code~~ A sporting, cultural, entertainment or other type of unique activity, whether held for profit, nonprofit or charitable purposes, occurring for a limited or fixed duration 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:

- (A) Full or partial street or sidewalk closures necessary for the safe and efficient flow of traffic in Park City, and/or~~The use of City personnel,~~
- (B) Use of public property, facilities, trails or parks, and/or~~Impacts via disturbance to adjacent residents,~~
- (C) Use of City parking facilities, and/or~~Traffic/parking,~~
- (D) Use of amplified sound above that defined in Chapter 3 of this Code,

~~and/or~~Disruption of the normal routine of the community or affected neighborhood; or

- (E) Outdoor or temporary events that do not normally occur with the permitted use.~~Necessitates special event temporary beer or liquor licensing in conjunction with the public impacts. Neighborhood block parties or other events requiring street closure of any residential street that is not necessary for the safe and efficient flow of traffic in Park City for a duration of less than one (1) day shall be considered a Special Event.~~

Any organized activity involving the use of, or having an impact on, the above shall require a permit as outlined in Section 4-8-2 of this Code. Event levels are determined based on degree of City impacts including but not limited to: anticipated attendance, use of amplified sound, transportation and parking, use of public or private property and admission. Any event may be defined as the following if they meet one or more of the listed criteria in a given category:

LEVEL ONE EVENT.

- (1) The attraction of crowds up to 199 people; or
- (2) Necessity for rolling street closure.

LEVEL TWO EVENT.

- (1) The attraction of crowds between 200 and 499 people; or
- (2) Necessity for partial street closure.

LEVEL THREE EVENT.

(1) The attraction of crowds greater than 500 people; or

(2) Necessity for full street closure.

FIRST AMENDMENT EVENT. An activity conducted for the purpose of persons expressing their political, social, religious, or other views protected by the First Amendment to the United States Constitution and Article 1, Section 15 of the Utah Constitution, including but not limited to speechmaking, picketing, protesting, marching, demonstrating, or debating public issues on any City street or other property during the event. 'First Amendment Events' shall not include:

(1) Solicitations or events which primarily propose a commercial transaction;

(2) Rallies, races, parades or events conducted with motor vehicles or bicycles;

(3) Footraces.

4-1-1.504-1-1.49 **SPECIAL EVENTS COORDINATOR/MANAGER.** The Special Events Manager or his/her designee within the Department of Special Events and Facilities. The city employee designated by the Economic Development Manager within the Special Events Department, which administers the provisions in Chapter 8 of this Code.

4-1-1.514-1-1.50 **STREET CLOSURE.** The deliberate blockage of any

public street or City owned parking facility to prohibit the flow of traffic or access of vehicles. Any non-construction street closure shall require a master festival or special event license.

4-1-1.524-1-1.51 **SPONSOR.** A person, group, or business which has contracted to provide financial or logistical support to any special event or master festival. Such agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

4-1-1.534-1-1.52 **SQUARE FOOTAGE.** The aggregate number of square feet of area within a place of business that is used by a licensee in engaging in its business.

4-1-1.544-1-1.53 **UNIT.** Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

4-1-1.554-1-1.54 **UNSOLICITED DELIVERY.** The delivery of any unsolicited newspaper or publication, sample product or advertising material. Unsolicited newspapers or publications, sample products or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the home owner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

4-1-1.564-1-1.55 **VENUE.** The

location or locations upon which a ~~S~~special ~~E~~event ~~or master festival~~ is held, ~~as well~~ ~~as which may include~~ the ingress and egress route ~~as approved in the conditions of the~~ ~~when included in the~~ ~~Special Event~~ ~~Permit~~ festival license.

~~4-1-1.574-1-1.56~~ **WHOLESALER.**

Any person other than a licensed manufacturer engaged in importation for sale or in the sale of beer, malt liquor, or malted beverages in wholesale or jobbing quantities to retailers.

(Amended by Ord. Nos. 01-31; 10-21; 13-32)

CHAPTER 8 –~~MASTER FESTIVAL LICENSE SPECIAL EVENT PERMIT~~

4- 8- 1. DEFINITIONS.

For the purpose of this Chapter the following terms shall have the meanings herein prescribed.

(A) **APPLICANT.** The person, or group of people, who is or are the organizer(s) and with whom the responsibility for conduct of the event lies. The Applicant signs the ~~festival license~~ Special Event Permit application and all other documents relevant to the event. ~~If t~~The Applicant is a corporation, corporate sponsor, or business, or any other entity, which is not a natural person, the co-applicant or responsible party must be a natural person or persons, and not a corporation, corporate sponsor, or business, or any other entity, which is not a natural person. See sponsor.

(B) **CONCESSION.** A privilege to sell food, beverages, souvenirs, or copyrighted or logoed event memorabilia at a ~~licensed event~~ permitted event.

(C) SPECIAL EVENT PERMIT. A permit sought by an Applicant for an event as defined in 4-1-1-48 of this Code, granted through the Special Events Department.

(C) **FEES.** Charges assessed by Park City for ~~permitting~~ licensing, staffing, equipment use/rental, property use/rental, ~~set-up,~~ clean up, inspections, public employees, or public equipment assessed to an ~~Special Event or festival~~ and established within the ~~festival licensing event permitting~~ process.

(D) ~~PERMITTEE LICENSEE.~~ The Applicant, as defined above, becomes the "~~Permittee licensee~~" when the ~~Master Festival License or Special Event License~~ Special Event Permit is signed by the Economic Development Manager or his/her designee ~~Special Events Manager~~, upon meeting all the criteria in this Chapter. As the ~~permit license~~ holder, the ~~Permittee licensee~~ becomes the sole proprietor of the event and inherits the responsibilities connected with all licenses and permits, fee assessments, ~~copyrights~~, and insurance liabilities connected with the ~~permitted licensed~~ event.

(Amended by Ord. No. 01-31)

4- 8- 2. UNLAWFUL TO OPERATE WITHOUT A LICENSE; EXCEPTIONS.

(A) It is unlawful for any person to conduct a ~~Special Event~~ Special Event or Master Festival with or without charge for admission, on public or private property, without first applying for and being granted a ~~Master Festival License or Special Event Permit~~ license for the specific event and its venue(s). All ~~licenses~~ permits issued pursuant to this Title are non-transferrable and expire at the completion of the given event, or upon revocation, whichever is earlier.

(B) EXCEPTIONS.

(1) Funeral processions by a licensed mortuary;

(2) Activities lawfully conducted by a governmental agency within the scope of authority;

(3) Filming activities, if a permit for such activities has been issued by the city;

(4) First Amendment activities: If it is not reasonably possible to obtain a permit in advance of a First Amendment Event, no permit shall be required providing that the prohibitions of subsections B, C, D and E of section 4-8-5 are not violated.

(Amended by Ord. No. 01-31)

4- 8- 3. RENEWAL OF PERMIT(S). LICENSES.

Licensees-Permittees under the provisions of this Chapter who successfully operate a ~~master festival or~~ Special Event under the provisions of this Chapter and who wish to have the event on an annual or periodic basis, must renew each ~~Master Festival or Special Event License-Special Event Permit~~ as ~~provided-outlined~~ in Section 4-8-4 ~~herein. Events, which herein.~~ Event levels will be determined through the renewal process, regardless of recurrence or previously determined event levels. Activities that occur in series, ~~such as concerts,~~ falling under the criteria established in this Chapter, must have a Special Event Permit ~~Master Festival or Special Event License,~~ which specifically authorizes each concert in the series, even if the same performer is performing on separate occasions.

(Amended by Ord. No. 01-31)

4- 8- 4. MASTER FESTIVAL LICENSE-SPECIAL EVENT PERMIT

APPLICATION PROCEDURE.

(A) **APPLICATION SUBMITTAL.** All requests for Special Event Permit(s) shall be made on a Special Event application or First Amendment Event application prescribed by the city and submitted to the Special Events Coordinator.- Applications for Special Events and Master Festivals shall be made in writing to the Special Events Manager.-Application materials are available at City Special Events Department and online at the city’s website and the Chamber Bureau offices, and must be completed and submitted to the Special Event ~~Manager-not~~Coordinator not less than ninety (90) days prior to the scheduled opening of ~~any Master Festival~~any Level Three Event, and not less than sixty (60) days prior to the scheduled opening of ~~any Special Event~~any Level Two Event, and not less than thirty (30) days prior to the scheduled opening of any Level One or First Amendment Event unless otherwise approved by the City Council, ~~or by the Special Events Manager for Special Events,~~or by the Economic Development Manager or his/her designee for Special Events, upon a showing of good cause.

(B) In addition to an application for a Special Event Permit, the Economic Development Manager or his/her designee shall require the Applicant to provide as necessary:

(1) Insurance coverage, waiver and release of damages and indemnification as described in 4-8-10;

(2) Supplemental documents, including a transport and traffic

control plan, contingency plan, and site map as described in 4-8-11;

(3) Proof that the applicant has obtained any applicable city, county, or other environmental agency approvals, permits or licenses as described in 4-8-7.

(CB) CITY COUNCIL REVIEW. The City Council of Park City shall review and either approve, approve with conditions, or deny the following applications:

(1) Applications for new Level Three Events~~master festivals~~;

(2) Applications for ~~master festival license~~Level Three Event permit renewals where material elements of the event have substantially changed from the previous application; and

(3) Appeals of administrative decisions made pursuant to Subsection ~~(DE)~~ Administrative Review, herein.

(4) As used herein, a ‘new ~~Master Festival~~Level Three Event’ shall mean any Level Three Event ~~master festival~~ being proposed for the first time, an event renewal of a Level One, Level Two or First Amendment Event that now qualifies as a Level Three Event, or a Level Three Event ~~prior master festival~~ which was not renewed for a period exceeding one (1) year. The City Council shall review applications for compliance with the standards for

~~permit license~~ approval described at Section 4-8-5 herein as follows:

(a) **Staff Review and Recommendation.** Upon receipt of a complete ~~Master Festival License~~Level Three Event application and accompanying fee, City staff shall review the application for compliance with Section 4-8-5 herein. Staff shall subsequently return a copy of the application to the Applicant with comments and a recommendation, i.e., approve as is, approve with changes and/or conditions, or cause for denial. Incomplete applications will be returned to the Applicant and noted accordingly. Following review of the Level Three Event ~~Master Festival License~~ application and notice to the Applicant, the Special Events ~~Coordinator~~Manager shall schedule the application for a public hearing before the City Council.

(b) **City Council Hearing.** Level Three Event ~~Master festival~~ applications requiring City Council review and appeals of administrative ~~Master Festival~~ or Special Event decisions shall be heard at a duly noticed public hearing of the City Council. The City Council shall review the

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application for compliance the standards set forth at Section 4-8-5 herein, and shall record its decision with written findings of fact, conclusions of law, and condition of approval, if applicable. Written notice of the City Council’s decision shall be delivered to the Applicant within ten (10) days of the date of decision.

Special Events ~~Coordinator~~Manager shall record his/her decision with written findings of fact, conclusions of law, and conditions of approval to the Economic Development Manager or his/her designee for final administrative approval. Once approved by the Economic Development Manager or his/her designee, the Special Event Coordinator will, if applicable, and deliver written notice of such decision to the Applicant. Any Applicant whose application has been administratively denied may appeal the decision to the City Council by filing a written request to the Special Events ~~Coordinator~~Manager within ten (10) days of the date of decision. The City Council shall hear the matter de novo and with public hearing.

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~~(DE)~~ **ADMINISTRATIVE REVIEW.** The Economic Development Manager or his/her designee~~Special Events Manager~~ shall review and shall have the authority to administratively approve, approve with conditions, or deny the following applications:

(1) Level One and Level Two Event~~Special Event~~ applications;

(2) First Amendment Event applications;

~~(32)~~ Applications for Master Festival License~~Level Three Event~~ renewals where material elements of the event have not substantially changed from the previous application. Upon receipt of a complete Master Festival License~~Level Three application~~Event application and accompanying fee, the Special Events ~~Manager~~Coordinator shall review the application for compliance with Section 4-8-5 herein.

Upon receipt of a complete ~~master festival license~~Special Event Permit application and accompanying fee, the Special Events ~~Coordinator~~Manager shall review the application for compliance with Section 4-8-5 herein. Following review of the application, the Special Events ~~Coordinator~~Manager shall record his/her decision with written findings of fact, conclusions of law, and conditions of approval, if applicable, and deliver written notice of such decision to the Applicant.

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(Amended by Ord. 01-31)

4- 8- 5. STANDARDS FOR PERMIT~~LICENSE~~ APPROVAL; EXCEPTIONS.

Applications for Special Event Permit(s)~~Master Festivals and Special Events~~ shall be reviewed for compliance with the standards provided herein. The Economic Development Manager or his/her

Following review of the application, the

~~designee~~~~Special Events Manager~~ or City Council may ~~deny~~prohibit or restrict any Special Event ~~Special Event or Master Festival~~ whenever any of the conditions enumerated in this Section ~~is found likely to occur~~cannot be eliminated or sufficiently mitigated by Conditions of Approval to ensure public safety and consistency with the Park City General Plan. ~~unless the event is modified to eliminate said conditions.~~

(A) The Special Event does not provide positive economic, cultural or community value, or is not in accordance with the goals outlined in the Park City General Plan. The economic, cultural and community value shall be determined by the City pursuant to the following criteria:

(1) Unreasonably restricts existing public access or adversely impacts shared space or the public, due to the number of events, nature of the event, proposed location and/or location conditions;

(2) Diversity of existing event calendar and uniqueness of proposed event;

(3) Degree of commercial activity of the event: event is not primarily retail and/or solely to avoid more restrictive general zoning and license regulations;

(4) Degree of economic benefit to the City through tax benefits, resort visitation, or marketing or branding value, compared to community impacts and costs of services.

~~(B)~~ The conduct of the Special Event will substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.

~~(CB)~~ The conduct of the Special Event will require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

~~(DE)~~ The concentration of persons, vehicles, or animals will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health and safety services.

~~(ED)~~ The Special Event will substantially interfere with any other Special Event ~~Special Event or Master Festival~~ for which a ~~permit license~~ has already been granted or with the provision of City services in support of other such events or governmental functions.

~~(FE)~~ Where applicable, the Applicant fails to provide the following:

- (1) The services of a sufficient number of traffic controllers, signs or other City required barriers or traffic devices;
- (2) Monitors for crowd control and safety;
- (3) Safety, health, or sanitation equipment, and services or facilities

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<p>reasonably necessary to ensure that the <u>Special Event</u> will be conducted without creating unreasonable negative impacts to the area and with due regard for safety and the environment;</p> <p>(4) Adequate off-site parking and traffic circulation in the vicinity of the event;</p> <p>(5) Required insurance, cash deposit, or other security; or</p> <p>(6) Any other services or facilities necessary to ensure compliance with City noise, sign, or other applicable ordinance(s).</p>	<p><u>Economic Development Manager or his/her designee may place reasonable time, place and manner of restrictions on the First Amendment Event. No such restriction shall be based on the content of the beliefs expressed or anticipated to be expressed during the First Amendment Event, or on factors such as the identity or appearance of persons expected to participate in the assembly.</u></p> <p>(Amended by Ord. No. 01-31)</p> <p>4-8-6. CONFLICTING PERMITLICENSE APPLICATIONS.</p> <p>(A) No more than one (1) <u>Special Event Master Festival or Special Event</u> shall be approved for the same date(s) unless the <u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> finds that the events will not adversely impact one another and that concurrent scheduling of the events will not adversely impact the public health, safety, and welfare. In making this determination, the <u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> will apply the following criteria:</p>
<p>(GF) The event created the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.</p>	<p><u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> finds that the events will not adversely impact one another and that concurrent scheduling of the events will not adversely impact the public health, safety, and welfare. In making this determination, the <u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> will apply the following criteria:</p>
<p>(HG) The Applicant demonstrates inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a <u>permit</u>license, or both.</p>	<p><u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> will apply the following criteria:</p>
<p>(IH) The Applicant has not obtained the approval of any other public agencies, including the Park City Fire District, within whose jurisdiction the event or a portion thereof will occur.</p>	<p>(1) Geographic separation of the events;</p> <p>(2) Proposed time and duration of the events;</p>
<p>(J) EXCEPTIONS. Applications for <u>First Amendment Event permits will be reviewed for compliance with the standards outlined in subsections B, C, D, E, G and H above. In reviewing any Application for a permit for a First Amendment Event, the</u></p>	<p>(3) Anticipated attendance volumes;</p> <p>(4) Necessity for public personnel, equipment, and/or</p>

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transportation services at the events;
and

(5) Anticipated traffic and parking impacts.

(B) In cases where an event double booking conflict arises, the Economic Development Manager or his/her designee will encourage any secondary, or subsequent, Applicant to review the feasibility of collocating with the original Applicant. If collocating proves impractical, the Economic Development Manager or his/her designee will encourage any secondary, or subsequent, Applicant to offer a viable alternative strategy that meets the needs of all Applicants, while also ensuring adequate public safety measures remain intact.

(C) If no voluntary agreement is reached, than the Economic Development Manager or his/her designee shall resolve the issue based on the following order of priorities:

(1) The Special Event that provides the greatest overall value to the City based on economic, cultural and community impacts, which for recurring events may be based on annual event debrief with recommendations from the Special Event Advisory Committee.

~~When more than one (1) Special Event or Master Festival application is received for the same date(s), the Special Events Manager finds that:~~

~~(1) the events will adversely impact one another; or~~

~~(2) concurrent scheduling of the events will adversely impact the public health, safety, and welfare, the Special Events Manager shall resolve the conflict as provided herein.~~

~~(C) The Special Events Manager shall first attempt to reach an agreement among the conflicting Applicants to modify the applications in order to resolve the conflicts and accommodate the public interest. If no voluntary agreement is reached, then the Special Events Manager shall resolve the issue based on the following order of priorities:~~

~~(1) Historic usage special events or master festivals where the same Applicant has been granted a license under this Chapter for use of a particular City forum at a particular date, time, and place for more than three (3) consecutive years;~~

(2) Special Events planned, organized, or presented by state, federal, or City governmental entities or their agents shall have priority over conflicting applications if:

(a) The application is timely filed and processed by the City;

(b) Ssaid governmental application is made in good faith and not with the effect or purpose of improperly chilling constitutional rights of conflicting Applicants; and,

~~(D)(3) If no voluntary agreement is reached, neither subsection (1) or (2) do not resolve the conflict, then the first-in-time application~~

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shall be given priority. The conflicting Applicant shall be advised of other open dates on the City's events calendar.

(Amended by Ord. No. 01-31)

4-8-7. LICENSES NECESSARY FOR A SPECIAL EVENT PERMIT, LICENSE AND MASTER FESTIVAL LICENSE.

The Applicant/licensee shall procure any applicable city, county or other governmental agency approvals, permits or licenses, provide to the Special Events Manager proof of a valid Special Event temporary liquor or beer license, fireworks license, and building permit, as applicable, as well as a receipt acknowledging that all application fees have been paid. The licensee must obtain all permits for any temporary structure constructed under the provisions of a Master Festival License and must pass all inspections as a condition precedent to a valid Special Event License. Temporary concessions on public or private property may be approved in conjunction with a Master Festival or Special Event in the sole discretion of the City. Such concessions must be directly related to the event and meet a demonstrated need of participants. Unless otherwise approved by City Council, all concessions require a regular business license.

(Amended by Ord. No. 01-31)

4-8-8. FEES TO BE ASSESSED; EXCEPTIONS.

(A) **APPLICATION FEE.** Special Event application Fees shall be assessed according to the fee resolution. First-time

~~Master Festival applications shall be assessed a fee of one hundred dollars (\$100). Special Event and renewal Master Festival applications shall be assessed a fee of fifty dollars (\$50).~~ All application fees are due and payable upon submission of a completed application. Applications shall be considered incomplete unless and until the application fee is paid in full. An Applicant for a recurring event that qualifies a new event level is responsible for fee amounts of the given level.

(B) **CITY SERVICE FEES.** Upon receipt of a completed Special Event Permit Master Festival or Special Event application, the Special Events Manager-Coordinator will provide the Applicant with an estimate of fees based on estimated costs for City services arising from the event, including but not limited to the use of City personnel and/or equipment, City transportation services, inspections, and user fees. A final assessment of City costs will occur upon completion of the Special Event. All City service fees will be adjudged to reflect actual cost. Unless reduced/waived pursuant to Section 4-8-9, all City service fees must be paid in full within thirty (30) days of the final assessment of City costs for the master festival or Special Event.

(C) **FINANCIAL SECURITY.** The Special Events Coordinator/Manager is authorized to require an Applicant to post a cash deposit or other security accepted by the City Attorney's Office for all estimated contingent costs prior to the issuance of a Special Event Permit/master festival license, as a guarantee against fees, damages, clean up, or loss of public property.

(D) **EXCEPTIONS.** Specified Fees do

not apply to an application for a First Amendment Event permit if the Applicant demonstrates, by sufficient evidence, 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.

(Amended by Ord. No. 01-31)

4- 8- 8.5 EVENTS IN PARKING STRUCTURES. Applications for Special Master Festivals and Special Events taking Events taking place within a parking structure shall be reviewed for compliance with all Municipal codes relating to Special Events Master Festivals along with the standards provided below.

(1) Location – Special Events or hospitality functions taking place within a parking structure shall only take place in Historic Recreation Commercial (HRC) District and Historic Commercial Business (HCB) District zones.

(2) Duration – Permitted Special Licensed Events or hospitality events taking place within a parking structure may not exceed 10 calendar days in duration.

(3) Frequency – Individual parking structures will be eligible to be converted into an event or hospitality use no more than two times during one calendar year.

(4) Application Requirements – In addition to the Special Event application requirements,

Applicants wishing to utilize a parking structure for a temporary assembly use as part of a special event or hospitality function must also provide the following:

a. An original set of design plans stamped by a Utah licensed mechanical engineer that meet the intent of required ventilation standards as per the International Mechanical Code Section 403.3.1.1 for both occupancies. This plan must be approved by the Building Official.

b. Design plans that demonstrate a plumbing systems and fixtures provided within the event space that meet the intent of the plumbing fixture requirements of IBC Chapter 29. This plan must be approved by the Building Official.

c. All plans must be approved by the Deputy Fire Marshal and shall demonstrate compliance with the International Fire Code.

(Amended by Ord. No. 14-52)

4- 8- 9. FEE REDUCTIONS, WAIVERS.

(A) Annually, the city will allocate up to two hundred thousand dollars (\$200,000) to be used to reduce Fees required for Special

Events. Allocation of reduced Fees will be determined at the sole discretion of the Economic Development Manager 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.

(B) The Economic Development Manager and Budget Manager(s) City Manager may reduce waive the following Special Event permitting Master Festival or Special Event licensing and associated Fees up to a total of twenty five thousand dollars (\$25,000) upon a finding of eligibility pursuant to the criteria provided herein:

- (1) Application fee;
- (2) Building permit;
- (3) Facility and/or equipment rentals;
- (43) Field and/or park rentals; and
- (54) Special use of public parking permit;
- (6) Use of public parking spaces and bleachers; and
- (7) Trail.

If the total fee waiver request exceeds twenty five thousand dollars (\$25,000) or includes other City service Fees outside the Fees mentioned above, then the request must be approved by City Council in a Public Meeting.

(CB) All fee waiver requests reduction requests will be reviewed twice a year. All

event fee reduction requests must should be submitted to the Special Events Department Manager prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

at the time of application, but in no case later than the first day of the proposed event. Applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification to why the application was not filled within the specified deadline.

(D) Fee reduction applications will be evaluated by the Special Event Advisory Committee (SEAC) and a recommendation will be submitted to the Special Events Department. Special Events staff will make a recommendation to the Economic Development Manager and Budget Manager(s). Final waiver determinations will be made by these parties as outlined above. City Manager All decisions may be appealed with the final decision given by to the City Council. Eligibility for a full or partial fee reduction waiver shall be determined by the City Manager pursuant to the following criteria, none of which shall be individually controlling:

- (1) Charges event admission or fees for participation and policy for attendees or participants unable to pay such fees; For profit or non profit

Comment [MS12]: Alphanumerical change

Comment [MS13]: Alphanumerical change

Comment [MS14]: Alphanumerical change

~~status of the Applicant;~~

~~(2) Event provides free programs, or raises funds for organizations that provide free programs, benefiting local youth, seniors or underserved constituents; Whether the event will charge admission fees;~~

~~(3) Provides positive tax benefits, raises funds or provides revenue opportunities to the City to offset City services and costs required by the event; Whether the event is youth-oriented;~~

~~(4) Provides event opportunities during resort off seasons, defined as September 21 – November 21, and April 1 – May 15, excluding holidays; The duration of the event;~~

~~(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.~~

~~Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;~~

~~(6) The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;~~

~~(7) The season of occurrence; and~~

~~(8) Demonstration of hardship by~~

~~the Applicant.~~

Fee ~~reduction/waiver~~ requests must be filed ~~bi-~~annually, unless otherwise approved in a City services agreement by the City Council. Approval of a fee ~~reduction/waiver~~ for any application shall not create a precedent for future requests.

(Amended by Ord. Nos. 01-31; 06-57)

4- 8-10. INSURANCE REQUIREMENTS.

Upon receipt and review of a Special Event Permit application, the Special Event Coordinator will submit the application with a recommendation for final authority by the City Attorney’s Office for amount of liability insurance pursuant to the hazard matrix or more to be determined within ten business days (10) following submittal. The Special Event Coordinator will deliver written notice of such determination to the Applicant. Applicants shall provide proof of liability insurance in the determined amount no later than fourteen days (14) prior to the first set-up day of a Special Event. Applicants shall provide upon application for a Master Festival License proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney’s Office, and The City Attorney’s Office shall require the Applicant to further name Park City Municipal Corporation as an additional insured. ~~All~~ Applicants shall further indemnify the City from liability occurring at the event, except for any claim arising out of the sole negligence or intentional torts of the City or

its employees. Any reduction of these requirements must be approved by the City Attorney's Office prior to permit approval.

(Amended by Ord. No. 01-31)

4-8-11. PERMIT APPLICATION SUPPLEMENTAL DOCUMENTS

(A) Transportation and traffic control requirements and considerations.

(1) All traffic and transportation control is the responsibility of the Applicant. A traffic and transportation control plan shall be provided to, and approved by, the Economic Development Manager or his/her designee upon recommendation by the Transportation Department by the event date. Plans are determined through collaboration with the Special Events Coordinator, and shall include determinations on transit impacts and traffic control, including pedestrian, bicycle, motorized and other methods of transport required for the event.

(2) Road closures will require appropriate traffic control. Appropriate traffic control may include by uniformed state, county or local police officers, or a private company, identified event staff, or physical devices, as determined by the Economic Development Manager or his/her designee;

(3) The Economic Development Manager or his/her designee may require an alternate route, or

alternative time, if the proposed Event occurs when traffic volumes are high, active road construction is present, an alternative event is already occupying the road, a safer route to accommodate the event, or the event poses a significant inconvenience to the traveling public.

(4) The Applicant shall restore the road or trail segment, or impacted area to its original condition, free from litter and other material charges;

(5) The Economic Development Manager or his/her designee may monitor and ensure compliance with the terms and conditions of any Special Event Permit.

(B) Contingency Plan Requirements.

(1) Considering the nature of the planned Special Event, the Applicant shall develop:

(a) Contingency or emergency plans, including Emergency Medical Service, fire and police;

(b) Operations plan and timeline;

(c) Weather date and/or weather conditions plan;

(d) Residential notification and mitigation plan;

(e) Planned rest areas,

water and toilet facilities, and trash and recycling cleanup, and

(f) Plans to ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights and signs;

(g) The Economic Development Manager or his/her designee may require that the Applicant provide notice to participants, bystanders, or the public of all plans enumerated in subsection (1) of this Rule. The amount of and method of notice shall be dependent on the circumstances of the Special Event Permit.

(C) Special Event Site Identification and Private Property Use Requirements.

The Applicant shall provide a detailed map showing the proposed course and direction of the event. Locations of parking areas, signs and banners, water stations, power sources, toilet facilities and other appropriate information shall also be included on this map. The Applicant is responsible for obtaining appropriate permission to locate these facilities on private property.

4- 8-121. ~~RUNS, WALKS, FILM-MAKING, AND PROMOTIONS.~~

~~Runs, walks, film-making, parades, public demonstrations, and promotions shall be considered Special Events unless such event~~

does not create substantial public impact or requires substantial City service. Any ~~run, walk, filming, or promotion~~ undertaken by any ~~for-profit~~ business or corporation, must first be licensed as a business under Chapter 2, Business Licenses. ~~C~~~~For-profit~~ ~~e~~orporations falling under the provisions of this Chapter or who are specifically in film-making or promotions on public or private property must, as a provision of their ~~permit~~~~license~~, provide proof of insurance, shooting schedule or schedule of events, produce written permission of property owners, and provide access to any set or site for purposes of Code enforcement.

(Amended by Ord. No. 01-31)

4- 8-132. CRIMINAL PENALTY.

Comment [MS16]: Alphanumerical change

Any person who willfully violates any provision of this Chapter shall be guilty of a Class B misdemeanor. Persons conducting ~~Special Events~~ ~~Special Events or Master Festivals~~ without having first obtained a ~~Special Event Permit~~ ~~Master Festival License~~ are subject to arrest and the ~~Special E~~vent is subject to closure.

(Amended by Ord. No. 01-31)

4- 8-143. REVOCATION FOR CAUSE; NOTICE TO CURE.

Comment [MS17]: Alphanumerical change

(A) **NOTICE TO CURE.** If the Special Events ~~Manager~~ ~~Coordinator~~ or any sworn law enforcement officer determines that the conditions of any ~~license~~ ~~permit~~ issued pursuant to this Chapter have been or are being violated, then notice shall be given to the ~~Permittee~~ ~~licensee~~, sponsor, or designated organizer's representative of the ~~Special Event~~ ~~Special Event or Master Festival~~ to

Comment [MS15]: Alphanumerical change

cure the violation.

(B) **FAILURE TO CURE.** It is unlawful for the Permittee, sponsor, or on-site organizer's representative of an authorized Special Event or Master Festival to fail to take reasonable steps to promptly cure any notice of violation of this Chapter. It is also unlawful for any participant or spectator to fail to comply with lawful directions issued by any sworn law enforcement officer or by the Permittee, sponsor, or on-site organizer's representative to cure their violation of this Chapter.

(C) **CLEAR AND PRESENT DANGER.** If a sworn law enforcement officer determines, after consultation with the Chief of Police or the Chief of Police's designee, that any failure to cure a violation of this Chapter creates a clear and present danger of immediate significant harm to life, public safety, or property which cannot be reasonably mitigated by increased public safety enforcement and which, on balance, outweighs the constitutionally protected rights of the organizers or participants in the Special Event or Master Festival, the Permittee, sponsor, or on-site organizer's representative of the Special Event or Master Festival shall be promptly notified that the license-permit is revoked and that the Special Event or Master Festival must immediately cease and desist.

(D) **VIOLATION OF CEASE AND DESIST ORDER.** If a Special Event Permit is revoked as specified in Subsection (C) above, then it shall be unlawful for any person to fail to obey the order to cease and desist from illegal

activities.

(Amended by Ord. No. 01-31)

CHAPTER 8A - PUBLIC OUTDOOR MUSIC PLAZAS

(Created by Ord. 00-36)

4-8A-1. TITLE FOR CITATION.

This section shall be known and may be referred to as the Public Outdoor Music Plaza Ordinance.

4-8A-2. PURPOSE: REASONABLE LICENSING PROCEDURES.

It is the purpose and object of this Chapter that the City establish reasonable and uniform regulations governing the licensing and manner of operations of public outdoor music plazas in Park City. This Chapter shall be construed to protect the legitimate and important governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and licensing of public outdoor music plazas within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from the potential adverse secondary effects, while providing to those who desire to perform in and patronize public outdoor music plazas the opportunity to do so. The purpose of this Chapter is to prevent and control the adverse effects of public outdoor music plazas and thereby to protect the health, safety, and welfare of the citizens

and guests of park City, protect the citizens from increased noise, preserve the quality of life, preserve the property values and character of the surrounding neighborhoods.

4-8A-3. APPLICATION OF PROVISIONS.

This Chapter imposes regulatory standards and license requirements on certain activities, which are characterized as "A public outdoor music plazas." It is not the intent of this Chapter to suppress any speech activities protected by the First and Fourteenth Amendments to the United States Constitution and the Constitution of the State of Utah, but to impose content-neutral regulations which address the adverse secondary effects of public outdoor music plazas. This Chapter is intended to supersede any other related ordinances including, but not limited to, Title 6 Chapter 3, Noise and Title 15, Land Management Code, of the Municipal Code.

4-8A-4. DEFINITIONS.

For the purpose of this Chapter, the following words shall have the following meanings:

(A) **AMPLIFIED EVENT OR MUSIC.** An event or music utilizing an amplifier or other input of power so as to obtain an output of greater magnitude or volume through speakers or other electronic devices.

(B) **STAGES.** The raised and semi-enclosed platforms that are designed to attenuate sound, or as otherwise approved by special events staff.

4-8A-5. ~~MASTER FESTIVAL LICENSE~~ SPECIAL EVENT PERMIT; REVIEW PROCEDURE.

The public outdoor music plazas identified at Section 4-8A-6 herein may be programmed for public performances and outdoor music, subject to the regulations and conditions of this Chapter and subject to ~~master festival licensing~~ Special Event permitting review pursuant to Title 4, Chapter 8, ~~Master Festival License~~ Special Event Permit. No ~~licensee~~ permittee nor performer shall accrue any vested rights under this revocable license.

(Amended by Ord. No. 03-18; 03-31; 04-13)

4-8A-6. PUBLIC OUTDOOR MUSIC PLAZAS.

The following locations, dates and times may be programmed for public performances and outdoor music:

(A) **LOWER SUMMIT WATCH PLAZA.**

(1) **LOCATION.** On the north end of Summit Watch Plaza. Approved plans are on file with the Special Events Department.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and conclude no later than 8:30 p.m. A timer device will be installed that

shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Amplified and acoustic with prerecorded music allowed during breaks. For amplified events or music on Summit Watch Plaza, 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 ninety (90), as measured twenty-five feet (25') in front of the stage.

(B) **MINER' S PLAZA.**

(1) **LOCATION.** 415 Main Street.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of two (2) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and conclude no later than 8:30 p.m. Programming of this stage shall not conflict with any City-sponsored or duly licensed ~~master festival~~ Special Event as approved by the Special Events Department, including but not limited to dates reserved for the Park City Arts Festival. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Solo and duo acts with microphones for vocal, with prerecorded music during

breaks. For amplified events, 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.

(C) **TOWN LIFT PLAZA.**

(1) **LOCATION.** 825 Main Street.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. The maximum duration of programming per day shall not exceed four (4) hours and shall begin no earlier than 12:00 Noon and must conclude no later than 8:30 p.m. Programming of this stage shall not conflict with any City-sponsored or duly licensed ~~master festival~~ Special Event as approved by the Special Events Department, including but not limited to dates reserved for the Park City Arts Festival. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Amplified and acoustic acts with microphones for vocal, with prerecorded music during breaks. For amplified events, 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 ninety (90), as measured twenty-five feet (25') in front of the stage.

(D) UPPER SUMMIT WATCH PLAZA.

(1) **LOCATION.** On the south end of Summit Watch Plaza. Approved plans are on file with the Special Events Department.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and must conclude no later than 8:30 p.m. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Amplified and acoustic with prerecorded music allowed during breaks. For amplified events or music at on Upper Summit Watch Plaza, 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.

(Amended by Ord. 01-20; 02-12; 03-18; 03-31; 03-35; 04-13)

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 noise monitoring for each event with music, amplified or otherwise, and any amplified event.

(C) Except as otherwise provided at Subsection 6(A) herein, for amplified events or music, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage. The data currently available to the City indicates that a maximum decibel level of 90 satisfies the purpose of this ordinance. The City may amend this ordinance consistent with newly acquired data.

(D) All events shall be open to the public and free of charge.

(E) No event shall exceed 250 people at one time unless a separate ~~master festival license~~ Special Event Permit is granted for that event.

(F) 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.

(G) All events shall take place only on

authorized stages and shall have clean-up services directly following each event so as to leave the plazas in a clean and litter free manner.

4-8A- 8. ALCOHOL.

It is unlawful for the ~~licensee~~ ~~Permittee~~ or any person or business to allow the sale, storage, supply, or consumption of alcoholic beverages at the public outdoor music plazas, unless licensed pursuant to Chapters 4-6 of Title 4, as applicable.

4-8A- 9. ~~PERMIT~~ ~~LICENSE~~ HOLDER, PROGRAM BOARD.

(A) The ~~licensee~~ ~~Permittee~~(s) will hire a program manager, approved by the City, said approval not to be unreasonably withheld. The program manager will be responsible for general management of each public outdoor music plaza and on-site oversight for each event. Agreements with the individual property owners will be provided to the City Special Events Department by the program manager.

(B) The ~~Permittee~~ ~~licensee~~(s) shall schedule events in accordance with the regulations set forth in this Chapter. Nothing herein shall allow the City to regulate the content or otherwise censor plaza productions or speech. The ~~Permittee~~ ~~licensee~~(s) shall at all times hold the City harmless and indemnify the City from all claims, actions and liability arising from the licensee(s)' use of the public outdoor music plazas. The ~~Permittee~~ ~~licensee~~(s) shall maintain their own liability insurance, with the City listed as an additional insured in a form approved by the City Attorney.

(C) Nothing in this Chapter shall be interpreted to create a contract or implied-contract between the City and any performer, or public outdoor music plaza owner.

(Amended by Ord. 03-31; 04-13)

4-8A-10. ON-GOING COMPLIANCE EVALUATION.

(A) ~~Permittee~~ ~~Licensee~~(s) shall post a phone number at each venue so that individuals may phone in comments. Based upon such comments, the special events staff may issue additional conditions consistent with the intent of this Chapter to the program manager, including decreasing DB levels in three (3) DB increments with at least three (3) days between each reduction. A summary of, and recommended response to comments will be forwarded to the City Council within seven (7) days of the end of each month of operation, or sooner if requested by the program manager to resolve any issue.

(B) The Police Chief, or his/her designee, may suspend the ~~permits~~ ~~licenses~~ granted herein and schedule a revocation hearing before the City Council at the next regularly scheduled City Council meeting for any of the following causes:

- (1) Any violation of this Chapter as evidenced by a citation issued by the Police Department.
- (2) Any violation of law or City ordinance.
- (3) Upon any other evidence that

the program manager or entertainer constitutes a hazard or nuisance to the health, safety, or welfare of the community.

(Amended by Ord. 03-31; 04-13)

4-8A-11. TRANSFER LIMITATIONS.

The ~~master festival licenses~~ Special Event Permit(s) granted under this Chapter are not transferable without the written consent of the Mayor. It is unlawful for an individual to transfer a public outdoor music plaza ~~master festival license~~ Special Event Permit without City approval as provided herein. If any transfer of the controlling interest in a public outdoor music plaza ~~permit~~ license occurs without City approval, the ~~license permit~~ is immediately null and void and the public outdoor music plaza shall not operate until a separate new ~~license permit~~ has been properly issued by the City as herein provided. The City will not unreasonably withhold consent of transfer provided the proposed licensee is a non-profit organization within Park City, meets all the criteria of this Chapter, and demonstrates experience managing ~~S~~ special ~~E~~ events.

4-8A-12. PLAZA PERMITS/LICENSES IN LIEU OF ADMINISTRATIVE PERMITS FOR OUTDOOR MUSIC AND OUTDOOR SPEAKERS.

The ~~master festival licenses~~ Special Event Permit(s) granted under this Chapter are in lieu of any administrative conditional permit (CUP) for outdoor music, including outdoor speakers, pursuant to Title 15 of the Municipal Code, Land Management Code.

The Planning Department shall not issue any outdoor music permits in the Historic Commercial Business (HCB) zoning district north of Heber Avenue. The City may still issue outdoor music permits in conjunction with an approved ~~master festival license~~ Special Event Permit.

(Amended by Ord. 04-13)



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

The City and Chamber share a staff position that recruits, coordinates, manages, facilitates and funds event and other community activities. In 2011, the agreement was expanded to include the St. Regis within the Park City Chamber's marketing and programming package. The agreement had a term of four years which expires at the end of January, 2016. Staff seeks to extend the current agreement for another year as we explore a longer term funding source.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager

City Council Staff Report



Sustainability
Department

Subject: Destination Tourism and Community Events Joint Venture MOU Extension
Author: Jonathan Weidenhamer
Department: Sustainability
Date: January 28, 2016
Type of Item: Administrative- Memorandum of Understanding

Summary Recommendations:

Review the extension of the Memorandum of Understanding (MOU) between the Park City Chamber of Commerce and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Joint Venture and authorize the City Manager to execute the MOU as attached and in a form approved by the City Attorney.

Executive Summary:

The City and Chamber share a staff position that recruits, coordinates, manages, facilitates and funds event and other community activities. In 2011 the agreement was expanded to include the St. Regis within the Park City Chamber's marketing and programming package. The agreement had a term of four year which expires at the end of January 2016. Staff seeks to extend the current agreement for another year as we explore a longer term funding source.

Additionally, the amended MOU makes some general housekeeping edits to the basic agreement (job titles, etc.) plus allows the staffing position to automatically renew annually, unless either party puts the other on notice of their intent not to continue the arrangement.

Acronyms in this Report:

JV Joint Venture
MOU Memorandum of Understanding

Background:

On January 7, 2015 the City Council considered this item and continued it to January 28, 2015. Council was undecided if they should use public dollars to share equally the membership cost of the St. Regis into the Park City Chamber with the St. Regis, and Wasatch County. The proposal was to extend an expiring four year agreement for one more year with an understanding that the parties were committed to exploring the feasibility of an alternative longer term funding source.

Council discussion included:

- Seeking a better understanding of the challenges and awkwardness our Chamber encounters by not being able to market this hotel;

- Background on the settlement agreement by which the hotel ended up in Wasatch County, but Park City limits and the resulting tax structure – and an understanding of the importance of maintaining regional relationships;
- An understanding that the resulting tax benefit to Park City more than makes up for the direct costs of Park City’s proportional share of the membership;
- Lack of consensus about supporting extension of the agreement for one more year compared to believing the hotel should pay the entire amount themselves.

We’ve asked the Chamber to provide a little more detail on the complexity of the issue. Bill Malone submitted the following overview:

1. The St. Regis is not entitled to full Chamber membership under current by-laws since all of its room taxes go to Wasatch County;
2. St Regis wishes to join and be active in Park City marketing efforts;
3. The Chamber board voted unanimously to allow St. Regis to join based upon certain stipulations;
4. The Chamber will allow the St. Regis the right to participate based upon an amount equal to a portion of the room taxes that would go for Park City marketing efforts had they been located in Summit County;
5. Without an agreement the St. Regis cannot participate in Park City marketing efforts including their participation in international marketing , group sales efforts, communications efforts, and any other programs such a job fairs, co -op marketing advertising , etc.;
6. Without an agreement the PC Chamber cannot use monies collected from properties in Summit County to market properties who do not qualify for membership. This precludes Chamber staff to include the St. Regis in familiarization tours with media, meeting planners, international tour operators, or participation in any sight visits by organizations interested in seeing the property.

In addition to the extension of the agreement for the St. Regis Chamber membership the amendments to the MOU includes some general housekeeping (updates in titles and dates), and also an amendment to allow the JV position (Bob Kollar) to renew automatically, unless either party puts the other on written notice of their intent not to renew. To that end, staff has created a few alternatives for City Council to consider if they want to approve the housekeeping updates, but not the St. Regis membership. The remainder of the report after the alternatives below is from the January 7, 2015 report.

Alternatives:

1. Approve as written, including the one year extension of the St. Regis agreement and the housekeeping edits;
2. Deny the St. Regis Agreement and approve the housekeeping – Council would make a motion to strike Section D8, paragraph 2, “In addition....and St. Regis.” and other language in Exhibit A that recognizes the extension ;

3. Deny both changes, strike Section D8, paragraph 2 and the last sentence of Section B3 Term, "The agreement will automatically renew unless terminated in writing by either party with 90 days advanced notice."

The remainder of this report is as submitted on January 7, 2015

The Destination Tourism and Community Events Joint Venture (JV) is a public-private partnership between Park City Municipal Corporation and the Park City Chamber Bureau that was approved in 2005. The JV, which is a one person staff of Bob Kollar, recruits, coordinates, manages, facilitates and funds event and other community activities. Bob Kollar reports to the Executive Director of the Chamber and the City Manager.

In 2011 the scope of the JV was expanded to allow the St. Regis to be marketed and promoted by the Park City Chamber. The current request is to extend the initial 4 year agreement from 2011 that addressed a reallocation of tax revenue to rectify an unforeseen gap in the original Deer Crest Development Agreement related to our Chamber's ability to promote the St. Regis Hotel.

Analysis

The JV Partnership provides an opportunity to consolidate event requests and serves as a single point of contact for larger and first time event organizers. The role helps separate City Economic Development goals from statutory regulatory roles.

The St. Regis hotel site is governed by the Deer Crest Annexation and an Interlocal Agreement with Wasatch County, which were approved on December 17, 1998. The terms of that interlocal agreement stipulate the St. Regis pays City levied sales taxes, including local option tax, resort tax, and transit tax, to Park City while paying County levied taxes, such as transient room tax to Wasatch County. Because transient room tax is remitted to Wasatch County, they are precluded from being marketed by the Park City Chamber of Commerce. It is an important value to have the Hotel be included in the Park City Chamber's marketing packages in that a branded, five star hotel provides access to an entirely different, higher market share and brand which generates meaningful positive sales taxes in Park City proper. The interlocal agreement with Wasatch County provides for periodic review of exactly these types of unanticipated issues to enable the parties to work through adjustments as necessary.

Staff is confident the local revenues (resort sales tax) the St. Regis generates exceeds the \$70,000 of the City's proportional share of the membership cost. The cost (projected transient room tax lost to the county) to include them as a full member in the Park City Chamber's is \$280,000 annually. The agreement we are extending allows for the City, the Chamber, Wasatch County and the St. Regis to split that cost evenly, \$70,000 each. If the City Council continues to agree to participate in this arrangement, it would continue to be funded through the existing Joint Venture agreement (as proposed in the attachment). Separate agreements have been drafted between the Chamber, Wasatch County, and St. Regis.

Significant Impacts

The incremental cost to the City to allow the Chamber to market the St. Regis was adopted by City Council in the 2013 Budget and has been funded since in the amount of \$70,000 annually. City Council is being asked to consider the extension of the four-way St. Regis payment term for an additional year. Other modifications to the agreement are administrative updates to the language that confirms the overall JV Partnership with the Chamber for the shared staff position will continue to automatically renew annually with the City budget cycle unless either party gives 90 days notice, and other housekeeping edits. [The St. Regis payment will have to return to Council for annual authorization; however the JV Partnership will not.]

The parties met recently and agreed to only extend the agreement for one year with the understanding that the parties will look at the feasibility of different funding mechanisms for a long term funding source.

The St. Regis creates significant sales tax in Park City which contributes to most City services, including transit, police, parks, etc. Additionally, including a branded five star property in our local marketing information allows access to potential clients that may not have otherwise considered Park City as a choice.

Consequences of not taking recommended action:

If Council does not approve the increased budget, the property will remain ineligible for Chamber membership and the Chamber will be unable to market the St. Regis Hotel.

Alternatives

Approve the Amended Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

Modify the parameters of the Amended Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

Deny the Amended Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

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

Recommendations

Review the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Joint Venture and authorize the City Manager to execute the MOU as attached and in a form approved by the City Attorney.

Exhibits

Exhibit A – Amended Memorandum of Understanding

Exhibit B – Draft agreement between Chamber, Wasatch County and St. Regis

Exhibit A

THIS EXTENDED MEMORANDUM OF UNDERSTANDING ("MOU") is entered into effect January __, 2016 by PARK CITY CHAMBER OF COMMERCE AND VISITORS BUREAU (the "Chamber"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), a political subdivision of the state of Utah ("Park City"), for the purpose of outlining responsibilities associated with the Destination Tourism and Community Events Partnership.

RECITALS :

WHEREAS, the Park City Chamber of Commerce and Visitors Bureau is responsible for attracting visitors to the area, marketing tourism and maintaining the vitality of the business community;

WHEREAS, the Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens; and

WHEREAS, the Parties have each determined that the Program provides a valuable asset to their respective constituents and the development thereof is fully consistent with their respective missions and the public interest; and

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

WHEREAS, on December 15, 2011 the Parties agreed to expand the Program to secure full chamber membership and resultant benefits (such as marketing) for the Deer Crest Hotel (St.Regis); and

WHEREAS, this Agreement shall not become effective until it is first approved by resolution of the Chamber's Executive Board and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the Chamber and 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 the Chamber mutually acknowledge and agree to proceed through all stages of planning and operations for the Partnership in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the approval of final operating budgets and funding. Park City and the

Chamber agree that the purpose for cooperation and flexibility is the successful operation of the Partnership. Both Parties understand that plans may change each year.

1.2 Job Description, Responsibilities, Duties and Goals. This Agreement outlines the Job Description and terms for the respective responsibilities, duties and goals of the position for Park City and the Chamber with respect to the Partnership and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require regular updates. The regular updates and any modifications are incorporated herein and a material part of this Agreement. Changes that promote the efficient and successful operation of the Partnership may be considered. Failure to agree on changes to the job description, responsibilities, duties and goals will result in use of the existing plan. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

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

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to the Chamber or its designee all official Park City information relevant to the Partnership.

2. **Name.** The name of the Partnership shall be the Destination Tourism and Community Activities Joint Venture (the Joint Venture).

B. TERM.

3. **Term.** Park City and the Chamber hereby agree to operate the Partnership starting January 7, 2016 and renewing annually for one year terms running from July 1 to June 30 of each year. The agreement will automatically renew unless terminated in writing by either party with 90 days advanced notice.

C. OPERATION OF THE JOINT VENTURE

4. **Staffing.** The Joint Venture agrees that its day-to-day affairs shall be administered by a staff person to be known as the "Vice President of Special Events." For employment purposes, the Director and other staff necessary to conduct the activities of the Partnership shall be deemed employees of the Chamber and the Chamber will be responsible for all compensation, insurance, taxes and reporting requirements relating to their employment. The Partnership will reimburse the Chamber of Commerce for salaries and benefits. The Chamber shall supply an office for the Director. The Chamber will not be reimbursed for this cost.

5. **Management.** The Director shall report jointly to the City Manager and the Executive Director of the Chamber. The Director shall be hired and fired by the Executive Director of the Chamber with the advice and consent of the City Manager.

5.1 City Management Representative. Park City shall designate one full-time employee to serve as its “City Representative” for the Partnership, who shall be the operational liaison between Park City and the Partnership and who shall be authorized by Park City to: (a) ensure that the Council’s goals are maintained; (b) ensure that Park City’s codes are complied with; and (c) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the City Manager or their designee for the City, unless otherwise approved in advance by the Chamber, which such approval shall not be unreasonably withheld or delayed. The City Representative shall meet as needed as the steering committee to direct the Director.

a. City Council Representative. Park City shall also designate one Council Member to serve as liaison to the Partnership.

5.2 Chamber Management Representative. The Chamber shall designate one full-time employee to serve as its “Chamber Representative” for the Partnership, who shall be the operational liaison between the Chamber and the Partnership and who shall be authorized by the Chamber to: (a) ensure that the Chamber’s goals are maintained; and (b) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The Chamber Representative shall generally be the Executive Director or their designee for the Chamber, unless otherwise approved in advance by the City, which such approval shall not be unreasonably withheld or delayed. The Chamber Representative shall meet as needed as the steering committee to direct the Director.

a. Chamber Executive Board Representative. The Chamber shall designate one Board Member to serve as liaison to the Partnership who shall be authorized to speak on behalf of the Chamber’s Executive Board, and to act for the Chamber Representative if the Chamber Representative is not available.

6. Advisory Board. The Advisory Board shall be compiled as outlined in Exhibit C. The Director provides staff support for the Partnership Advisory Board; attends meetings; provides marketing/management proposals and ideas; prepares reports associated with events, strategies and programs.

7. Management Meetings. The Chamber and City Management Representatives shall meet no less than quarterly to review the Partnership operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to April 1 annually, unless based upon the facts and circumstance, approval by April 1 is not practical and then the changes shall be approved as soon as possible.

D. FINANCIAL

8. Contributions. Each Party agrees to fund \$75,000 dollars from respective budgets toward the ongoing budget for the Partnership.

In addition, the City will pay \$70,000 to the Chamber for general operations use in order to secure chamber full membership and resultant benefits (such as marketing) for the Deer Crest Hotel (St. Regis). This payment is anticipated to be made one time for the period of time

between February 1, 2016 and January 31, 2017. It shall be made contingent upon continued equivalent payments made by Wasatch County and St. Regis.

9. Annual Budget. An annual budget breaking down the costs of operating the Partnership will be prepared by the Director and incorporated into the City's and the Chamber's overall budgeting system

F. INSURANCE AND RISK MANAGEMENT.

10. Indemnifications.

10.1 Chamber's Indemnity. Chamber shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Chamber's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Chamber; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. Chamber expressly agrees that the indemnification provided herein constitutes the Chamber'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 Chamber claims or recovers compensation from the City for a loss or injury that Chamber 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.

10.2 Waiver of Claims Against Park City. Chamber and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Chamber or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, except as provided in Section 13.1.

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

11.1 Insurance. Chamber shall procure and maintain at its own expense throughout the term of this Agreement the following insurance:

- (a) Workers' compensation insurance for Chamber employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

11.2 Chamber Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Chamber shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, 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 in aggregate;
- (b) Liquor Liability Coverage Part on the commercial general liability policy. Chamber shall require any hired security company to provide a policy of liability insurance and name Chamber and Park City as name insureds on the policy with limits set forth in 14.2(a); and
- (c) Aircraft liability insurance, if Chamber leases or uses aircraft in connection with its activities under this Agreement;
- (d) Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

11.3 Additional Requirements. The insurance provided by Chamber pursuant to Section 14.2:

- (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 Chamber'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 Chamber's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;
- (c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

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

G. MISCELLANEOUS.

12. Representations and Warranties.

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

12.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Chamber 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.

13. 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.

14. 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 Chamber's President and Chief Executive Officer or other person designated by Chamber 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 Chamber'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 Chamber's President and Chief Executive Officer of the Chamber. A telephone conference of the City Manager of Park City and the Chamber's President and Chief Executive Officer 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 Chamber's President and Chief Executive Officer 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. The costs of such mediation shall be shared equally by both parties. 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.

15. Other Miscellaneous Terms.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

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

15.9 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:

City 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 Chamber:

President and Chief Executive Officer
Park City Chamber of Commerce and Visitors Bureau
PO Box 1630
Park City, UT 84060

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

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

PARK CITY MUNICIPAL CORP

PARK CITY CHAMBER AND VISITORS BUREAU

Diane Foster
City Manager

Bill Malone
President and CEO

Approved as to Form:

City Attorney

Attest:

City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2016, personally appeared before me Bill Malone, who being duly sworn, did say that he is the President and CEO for the Park City Chamber and Visitors Bureau, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

Notary Public

SUMMARY OF EXHIBITS

- Exhibit "A" Director Job Description
- Exhibit "B" Goals for FY2015 - 2016
- Exhibit "C" Organizational Structure

**EXHIBIT “A” TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
Job Description**

The Director should be a self-motivated, creative, innovative, realistic, results-oriented individual able to work with dual agencies. This candidate should possess excellent verbal and written communication skills when working with the staff, Chamber Board, City Council, citizens and media.

Candidates will have demonstrated experience and skill in the overall management, promotion and operation of events, sponsorship relationships, and contract negotiation. General knowledge and experience in logistics, volunteer management, sponsorship recruitment/solicitation, governmental and non-profit interaction and preparation of annual budgets required. The candidate must have strong listening skills and the ability to problem solve.

A strong financial background is required for this position. Due to the unique governmental complexities, this individual must possess the ability to coordinate and implement projects with various governing bodies. Marketing and public relations skills coupled with integrity will be keys to success in this position.

This position researches and identifies area attractions and facilities; works with the marketing council to make sure event and cultural tourism information is clear in their materials; reviews and analyzes market studies, surveys, and event research; identifies trends and practices; and promotes community activities. The Director works with other city departments, businesses, individual merchants, event rights holders, sports organizations, local organizations, and others; attends trade shows, conventions and conferences.

The Director provides staff support for the Partnership Advisory Board; attends meetings; provides marketing/management proposals and ideas; prepares reports associated with events, strategies and programs.

Responsibilities/Duties of Director:

- Research, identify, develop and prepare bid packages for events
- Work with the Steering Committee and Advisory Committee to create the maximum impact (bang for the buck) using available funding resources while avoiding costly duplication of efforts
- Write and manage contracts with actual event organizers to program areas/events for Park City
- Contract for the operations of destination and community-oriented special events
- Contract when necessary with non-profits for the provision of services
- Program and manage City owned spaces including the Main Street Plaza and City Park
- Assist the Chamber Executive Director in preparing budgets that outline the Chamber's financial sponsorship of events and secure contracts that specify the Chamber's sponsor-marketing opportunities
- Work with the Chamber's marketing and sales department to develop customized event solicitation packets
- Work with the Chamber's marketing and sales department to maximize marketing opportunities and media/press associated with events
- Coordinate and publish a yearly calendar of all events and community activities
- Perform economic analyses of events and prepare reports on their 'return on investment'

- Prepare and periodically update an inventory of existing events and identify opportunities for expansion and growth
- Coordinate with the City concerning the regulation of event and become expert in the City's and County's requirements and regulations

**EXHIBIT "B" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING**

Goals for FY 2015 - 2016

Goals/Percentage of Efforts for Director:

2/3 Destination Tourism

1/3 Community Events

The Director will liaise and market for these types of events

Destination Tourism Events:

Triple Crown Sports
Soccer Tournaments

Sundance

Jazz Festival

Tour of Utah Bike Race

Lacrosse Tournaments

Community Events:

Parades
Park Silly Sunday Market

Festivals

Holiday Celebrations

Concerts

**EXHIBIT "C" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
Organizational Structure**

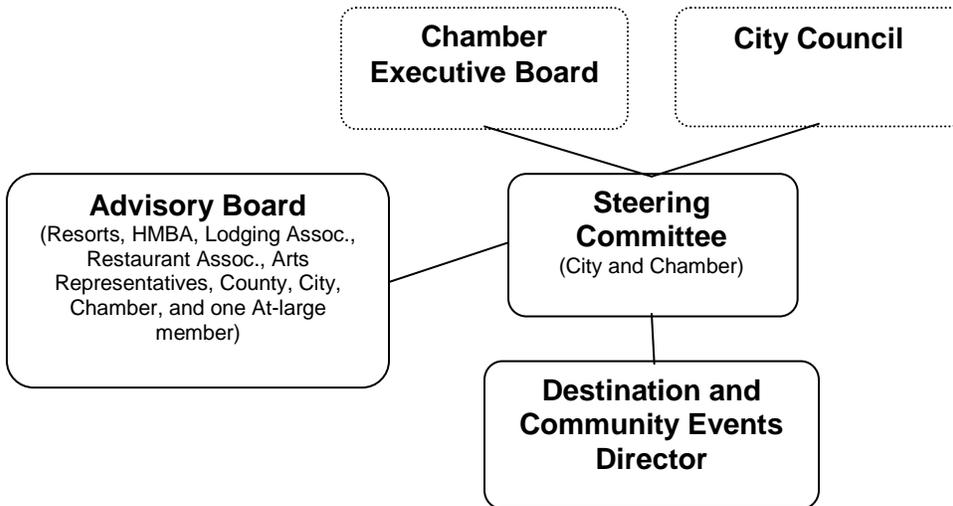
Destination Tourism and Community Events Partnership.

A new entity, established by the City and Chamber/Bureau, to centrally coordinate, market, manage, and fund events and community activities.

Goal:

- Attract new revenue producing events
- Reduce overhead of event holders and facilitate ease of process
- Program/develop events for areas in town
- Market events
- Consolidate efforts towards sports/recreation tourism and cultural tourism

Flow Chart:



Budget/Funding:

Joint Venture: \$150,000

- 50% Chamber of Commerce
- 50% Park City Municipal Corporation
- Budget shall include salary and associated costs including contracts/programming

Deer Crest Hotel Chamber Participation: \$70,000

- Park City Municipal Corporation shall contribute \$70,000 annually to the operating fund of the Chamber of Commerce
- This payment shall be made annually for the four year period from February 2012 through January 2016.
- This payment shall be made contingent upon continued equivalent financial participation by Wasatch County and St. Regis.

Administration:

The Director will be located at the Chamber's offices. The Director shall report to the City Manager or his designee with the advice of the Executive Director of the Chamber.

Exhibit B

ADDENDUM TO AGREEMENT

The undersigned parties (Park City Chamber of Commerce Convention & Visitors Bureau, Deer Crest Janna, LLC d/b/a St. Reis Deer Valley and Wasatch County) agree to the extension of the term of the agreement for St. Regis' desire for the ability to purchase full membership in the Chamber.

1. *Term of Agreement.* The term of this Agreement shall run from February 1, 2016 through January 31, 2017.

There are no other changes to the original Agreement.

DATED this _____ day of January, 2016.

PARK CITY CHAMBER OF COMMERCE
CONVENTION & VISITORS BUREAU

By: William F. Malone
Title: President & CEO

DATED this _____ day of January, 2016.

DEER CREST JANNA, LLC
D/B/A ST. REGIS DEER VALLEY

By: _____

Title: _____

DATED this _____ day of January, 2016.

WASATCH COUNTY

By: _____

Title: _____



DATE: January 28, 2016

TO HONORABLE MAYOR AND COUNCIL

With the 2016 Legislative Session a few weeks away, staff is anticipating impacts to certain areas of local government and regulation, including legislative pertaining to public safety and land use, education, taxes and air quality, which will require ongoing Council direction and participation from various staff members. Despite how difficult it is to predict any future legislative actions, staff recommends the following Council actions in order to help prepare for the upcoming session. The same action was taken last year for the first time and proved effective for staff while dealing with fast moving issues and legislative forcing a City position, often between Council meetings:

1. Review the proposed "**Legislative Platform**" policy guidelines
2. Review the **2016 Legislative Session Outlook**

Respectfully:

Matt Dias, Asst City Manager

City Council Staff Report



Subject: 2016 Legislative Update
Author: Matthew Dias
Department: Executive
Date: January 18, 2016
Type of Item: Informational & Legislative

Summary Recommendations:

1. Review the proposed “Legislative Platform” policy guidelines
2. Review the 2016 Legislative Session Outlook

Topic/Description:

Informational & Legislative

Background:

With the 2016 Legislative Session a few weeks away, staff is anticipating impacts to certain areas of local government and regulation, including legislation pertaining to public safety, election law, land use, taxes and air quality, which require ongoing Council direction and participation from various staff members. Despite how difficult it is to predict any future legislative actions, staff recommends the following Council actions in order to help prepare for the upcoming session. The same action was taken last year for the first time and proved effective for staff while dealing with fast moving issues and legislation forcing staff members to take an initial City position, often between Council meetings:

1. Review the proposed “**Legislative Platform**” policy guidelines
2. Review the **2016 Legislative Session Outlook**

Analysis:

1. Legislative Platform

The Legislative Platform (“Platform”) was drafted in order to better define the City’s legislative strategies and to provide a more solid foundation for staff led advocacy efforts at the Federal, State, and local level. Staff has used this Platform, notably last year for the first time, to identify topical areas and subject matters of general concern, as well as to make recommendations to Council on specific legislation using overarching policy guidelines. In addition, in the event it is necessary for staff to respond to a legislative proposal and take a position prior Council to providing specific direction, staff would express positions generally in accordance with these guidelines, and then seek Council reaffirmation and/or direction as soon thereafter as practical.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities, and protects local resources from Federal, State, and other governmental controls;

2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities and municipal operations; and
3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that erodes the City's broad police power or interferes with the local decision making regarding public safety and land use; and
3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority.

2. 2016 Legislative Outlook

Public safety, land use and zoning, air quality, and online and local sales tax distribution are expected to be among some of the most locally pressing issues during the 2016 legislative session. While not significantly different from this past session, the 2016 session falls on an election year, meaning members are up for reelection. Given a strong state economy, tax receipts and low unemployment rate, staff anticipates a busy legislative year, including both the volume and nature of bills considered. A few notable initiatives include:

Transportation – Amending the 2015 local transportation tax

Last year the Legislature successfully increased the gas tax and added a local sales tax for transportation purposes. Staff worked hard with our Senator and Representative and achieved a distribution formula that we felt helped to address our long term transit funding needs. For example, the bill included language that provided the following distribution formula for counties with transit – 40% of the proceeds go to cities and towns, 40% goes to transit, and 20% to counties.

Though Summit County ultimately decided not to put the measure on the ballot, which Park City supported in the short term, several counties were successful, including Carbon, Davis, Duchesne, Grand, Rich, San Juan, Sanpete, Sevier, Tooele, and Weber Counties.

This year, staff anticipates a bill that will amend the distribution formula for counties of a third or less class, which includes Summit. The new distribution formula, though still a work in progress, likely includes a 40% allocation to cities and 60% to Counties and Transit – the portion to transit would be negotiable between the cities and counties.

- *These principles generally align with our Platform to gain greater financial independence and flexibility in terms of local operations and responsibilities.*

Public Safety – Body Cameras

Park City has deployed the use of body cameras for several years now and has policies and procedures consistent with national protocols. Body-worn cameras are a

tremendous tool for law enforcement and an opportunity to promote public trust with our officers. We also must ensure that we protect the privacy rights of the public. There is a strong legislative push to create minimum standards for camera usage, activation, de-activation, and storage. Some of these standards may have significant financial impacts to operating budgets.

- *Though these principles generally do not align with our Platform to gain greater financial independence and local controls, there may be opportunities for Park City to compromise and support the Utah Police Chiefs Association as they work to seek a compromise.*

Public Safety – Wildland Fire

Various city/town representatives have been meeting with Forestry, Fire, and State Lands (FFSL) as part of a continued collaboration effort on wildland fire. In summary, FFSL has developed a tool that analyzes the fire risk of every part of the state. The risk assessment is a key component of a potential participation match that would be assessed to cities, towns, districts, and counties as part of a quasi-insurance fund. The tool would be instrumental in the decision making process for wildland fire mitigation, prevention and preparedness efforts that would fulfill or reduce a municipality's participation match. FFSL plans to unveil the risk assessment tool during the session, as well as potential legislation enabling a collaborative approach to managing wildland fire risks.

- *These principles generally align with our Platform to gain greater financial independence and flexibility in terms of local operations and responsibilities. This would also protect local resources from Federal, State, and other governmental controls.*

Taxes and Distribution – Federal Marketplace Fairness Act

The major sales tax item is related to The Federal Marketplace Fairness Act (online sales tax, main street fairness, etc.). State law currently prescribes that, if the new Federal law is enacted, additional tax receipt would be withheld into a separate holding account and not immediately redistributed to localities. Many argue that cities/towns would be wise to have the Legislature create the distribution methodology prior to, not afterwards, any Federal passage, thereby ensuring monies are distributed to localities and not, for example, diverted elsewhere once they accumulate and become attractive to those seeking funding solutions for other problems.

The most common belief is that the Federal law's only opportunity for passage will be right before the President leaves office. There appears to be bi-partisan support to resolve a longstanding equity issue between main street/bricks and mortar retailer and those conducting their business sales online. Staff is tracking this piece of legislation.

- *These principles generally align with our Platform to gain greater financial independence and flexibility in terms of local operations and responsibilities.*

Land Use & Zoning

Staff anticipates several bill targeted toward reducing the abilities of cities and towns to restrict and regulate development (subdivisions, historic designation, impact fees, building codes, nightly rentals and other local zoning, etc.). These efforts are concerning, and staff is working with representatives from other cities/town, ULCT, and members of the Land Use Task Force in order to support efforts to implement our General Plan, protect and enhance neighborhoods and property values through fair and consistent regulation, and maintain our existing regulatory authority to represent our local residents.

In particular, staff anticipates a considerable amount of time and energy will be spent on the regulations of nightly rentals and historic districts. In the past, Park City, working with various partners, has been successful in demonstrating the positive benefits of local control, historic districts, and the potentially negative effects of allowing commercial uses in residential areas that intentionally prohibit such activity. Staff anticipates a similar attempt to restrict a local jurisdictions ability to regulate nightly rentals as we did transportation network companies (Uber, Lyft, etc.).

- *These principles generally do not align with our Platform and is inconsistent with the retention of police powers or interferes with the local decision making over public safety and land use.*

Other Legislative Issues

Film Studio

Based on information from the local Film Studio, staff is anticipating a strong effort during the 2016 Session to consider an expansion of the Motion Picture Incentives Program. The ownership group has indicated that they want to review the current program with the State, and may even seek City support and/or assistance as they work to enhance the viability of the film industry in Utah. Staff will continue to monitor this issue and return with periodic updates as information becomes available.

Department Review:

Legal, Budget, and Transit.

PCMC Legislative Platform and Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities, and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities and municipal operations; and
3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that is inconsistent with the general doctrine of home rule or interferes with the local exercise of powers over public safety and land use; and
3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority.