



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 31, 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, March 31, 2016.

CLOSED SESSION

3:30 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

5:15 p.m. Council Questions and Comments

5:30 p.m. Energy Critical Priority Update - Electric Power Parameters

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REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

Neighborhood Traffic Management Program (NTMP) Update

Page 9

Trash and Recycle Receptacle Ordinance Update

Page 13

Historic Preservation Quarterly Update

Page 42

Explore Proposed For-Hire License Requirement Changes

Page 46

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

IV. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from March 10, 2016 and March 11, 2016

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V. CONSENT AGENDA

1. Request to Authorize the City Manager to Sign the Utah Department of Transportation (UDOT) Federal Aid Agreement for the Prospector Avenue Project Design and CEM Services and Construction in an Amount Up to \$2,002,000 Which Will Include City Funds of \$72,616 **Page 57**

VI. NEW BUSINESS

1. Consideration to Approve the Supplemental Plan for the 2016 Park Silly Sunday Market **Page 69**

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org



DATE: March 31, 2016

TO HONORABLE MAYOR AND COUNCIL

Park City and Rocky Mountain Power have been meeting to design a program for reaching our net zero carbon emissions for municipal operations by 2022 and citywide by 2032. Staff is looking for direction from Council specific to the goals associated with that program.

Respectfully:

Ann Ober, Community Relations

City Council Staff Report

Subject: Energy Critical Priority Update – Electric Power Parameters
Author: Ann Ober
Department: Executive/Sustainability
Date: March 31, 2016
Type of Item: Legislative

Summary Recommendation

Council affirms staff’s recommended goals and metrics for the discussions with Rocky Mountain Power (RMP). These include program design, energy efficiency priority, and types of energy sources.

Executive Summary

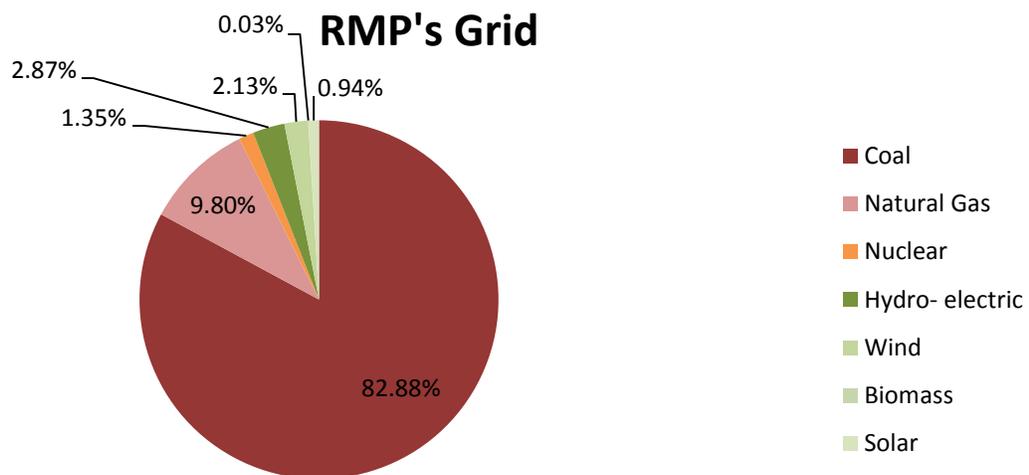
Park City and Rocky Mountain Power have been meeting to design a program specifically to address the need to change our electricity source from roughly 83% coal (including our optional Blue Sky purchases) to 100% renewables in order to reach our net zero carbon emissions goals for municipal operations by 2022 and citywide by 2032. Staff is looking for direction from Council specific to the goals associated with that program.

Abbreviations

RMP Rocky Mountain Power
 STEP Sustainable Transportation and Energy Plan

The Problem

- Rocky Mountain Power’s current portfolio make up is based heavily in carbon emitting energy sources.



- To achieve the Park City 2022 and 2032 goals, the portfolio must be made up of non-emitting sources.

Background

- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032.
- On February 25, 2016 City Council requested that a resolution be drafted and presented to Council specific to our Energy Critical Priority, inviting other communities to join us in our goal.
- On March 24, 2016 City Council passed the aforementioned resolution. This resolution is also serving as the March 2016 Energy Critical Priority Update.
- Past Energy Critical Priority Updates may be found at:

<u>Date</u>	<u>Item</u>
September 3, 2015	City Council requested that staff return to discuss the possibility of elevating Carbon Reduction and/or Energy Conservation to a Critical Priority
September 24, 2015	City Council Critical Priorities: Should carbon reduction and/or energy conservation be added as a third Critical Priority? (pg. 33)
October 29, 2015	Monthly Update: Carbon Reduction & Energy Conservation (pg. 141)
November 19, 2015	Monthly Energy Update: Background Discussion (pg. 4)
December 17, 2015	Monthly Energy Update: Road Map (pg.37)
January 28, 2016	Monthly Energy Update: Utilities (pg. 23)
March 3, 2016	Monthly Energy Update: Georgetown University Energy Prize (pg. 62)

- Staff and Council Liaisons began meeting with Rocky Mountain Power on January 14, 2016 to see if there is a path forward, in partnership, for achieving a carbon neutral portfolio.
- Staff has also initiated conversations with Utah Clean Energy and Salt Lake City to assure that standards set by Park City will not diminish their negotiations and goals.
- City staff and Council Liaisons have met with Rocky Mountain Power three times since the initial meeting. At this point both entities are prepared to develop a Carbon Reduction plan, but need Council direction to assure the City's goals are met prior to additional work.

Recommendations for City Council to Consider

This section outlines five policy recommendations that staff is recommending Council adopt. Included in the recommendations are the pros and cons associated with adopting these recommendations. Council is able to adopt all five should they so choose.

Staff Recommended Policy 1: That the renewable energy credits be turned over to Park City or retired on their behalf to assure that the credits are not used at a future

date to reduce the responsibility of RMP to build new installations based on federal, state, regulatory and company standards.

Pros

- a. Park City has set this goal to move the needle forward in Utah. Last week's resolution was a statement that the portfolio needs to be shifted for more people than just Park City if we are going to impact Climate Change.
- b. This is in line with what other communities are asking in their separate conversations with RMP.

Cons

- a. Maintaining the renewable energy credits will make the new installations more expensive.

Consequences of selecting this alternative:

If Council allows Rocky Mountain Power to use the credits from our installations towards future requirements, they may not need to purchase or build as many renewable energy systems. Further, Park City will have paid a disproportionate share of the cost for RMP achieving their requirements.

Staff Recommended Policy 2: Council adopts a definition of carbon free power that excludes nuclear power.

Pros

- a. There are significant waste stream issues with waste produced through nuclear power. The United States has not determined a solution to managing these issues.
- b. Water is a scarce resource in Utah and an important asset in the creation of power through nuclear plants.
- c. Some portfolio standards do not allow for nuclear to be counted towards the net zero goal.

Cons

- a. Nuclear power is consistent and low cost power similar to carbon producing methods that some consider to be low carbon. Eliminating this option could make our portfolio more expensive. Further, as solar and wind are not consistent, this would eliminate options for leveling the grid.
- b. Although staff does not recommend its utilization, nuclear power could be another tool in our tool box for achieving the goal as it is a no-carbon energy source.

Consequences not supporting the staff recommendation:

Should Council go against the staff recommendation, staff believes that the community would be unhappy, as a great percentage of environmentalists do not see nuclear as a legitimate alternative.

Staff Recommended Policy 3: All new non-carbon emitting energy developed for the portfolio must be in Utah, with some portion existing within Summit County.

Pros

- a. Utah has one of the dirtiest portfolios in the nation. Developing renewables in Utah for the benefit of Utahns will help improve that portfolio.
- b. Local energy is important if we want to lead by example. Many individuals need to be able to see and touch investments in order to believe they truly exist.

Cons

- a. This could be more expensive for the City government and for Customers located within City limits.
- b. This more than likely limits any additional hydro energy within the portfolio. Hydro is a great way of providing energy when the sun isn't shining and wind isn't blowing.

Consequences of selecting this policy:

Limiting the new non-carbon energy source to Utah could limit the City's ability to reach both Net Zero goals because it could increase the price of power.

- 3. Staff Recommended Policy 4:** Staff and Council Liaisons develop three scenarios with Rocky Mountain Power to assure that we provide Council and other governmental agencies options to increase the chance of success of this goal.

Pros

- a. This will allow us to review various mixes of energy efficiency and renewable energy to assure that we find options that are as cost-effective as possible.
- b. The STEP legislation that was approved this year through the state legislature includes a new Tariff program. We may be able to use this program to skip returning to the state legislature to approve our plan. Instead we would work through a regulatory process with the Public Service Commission. Having more than one option with that team may be needed during the negotiations.

Cons

- a. This will take more time and possibly additional costs. However, Rocky Mountain Power and Park City staff have agreed that the draft options could be available as early as this summer.

Consequences of selecting this policy:

We may have less control in the end of which policy is selected through the Public Service Commission process.

- Staff Recommended Policy 5:** Energy efficiency takes precedence in the early stage of the program to assure we are lessening our demand for energy in general, prior to replacing it with an alternative energy source. These programs should focus on bulk purchasers (government agencies, large businesses and property managers) instead of individual home owners due to program time constraints.

Pros

- a. Reducing our energy up front will decrease the amount of renewable energy we need to secure/build with Rocky Mountain Power.
- b. The program should target changes that require little culture shift, instead

focusing on one time technology changes through property managers and large facility owners.

Cons

- a. This may end up being more expensive than simply building out additional power. RMP has offered to do an analysis weighing the costs of those two programs against another.
- b. Efficiency programs in individual homes, especially at the scale we would need to see, is a culture shift, as well as an energy shift. Summit Community Power Works Program Manager, Mary Christa Smith and Ann Ober have spoken about the need to work more with bulk users of energy. Though they will continue the important work of individual home owners, we need to be as efficient as possible with our time and staff resources.

Consequences of selecting this alternative:

This is a commitment to trying to reduce our total load for the community prior to adoption of our total renewable energy package. Less culture shift occurring during this process could constitute less personal buy in long term from our residents.

Department Review

Legal and Executive

Funding Source

No funding is required at this time.



MANAGER'S REPORT – 3/31/2016

Submitted by: Steven Arhart
Subject: Neighborhood Traffic Management Program (NTMP) Update

The information provided in this Staff Communications Report is an update on the items that have come through the Neighborhood Traffic Management Program (NTMP) since September 2015.

Respectfully:

Steven Arhart,



City Council Staff Communications Report

Subject: Neighborhood Traffic Management Program update since September 2015
Author: Stephen Arhart
Department: Engineering
Date: March 31, 2016

The information provided in this Staff Communications Report is an update on the items that have come through the Neighborhood Traffic Management Program (NTMP) since September 2015.

Acronyms

NTMP – Neighborhood Traffic Management Program

Summary of the NTMP Items since September 2015

NTMP Item	Request for	Progress	Start Date	Comments
Webster Drive Parking Issue	Parking permit program	Phase I	9/15/2015	Took parking inventory. Discussed with Vaughn and Clint with Golf. Took parking inventory at Hotel Park City. Discussed with Planning Department.
Kings Court Parking Issue	No parking signs	Complete	9/15/2015	Took parking inventory. Discussed public safety. Denied request per the width of the street and scarcity of parking issue occurring.
Left Turn Lane at Guardsman Connection and Marsac Avenue	Additional lane marking for left turn only	Complete	9/15/2015	Analyzed road width. Checked accidents reports. Denied request per analysis of the available space and scarcity of the problem.
No Parking Signs in Swede Alley	Address the non-compliant parking signs and delivery regulations	Complete	9/15/2015	Mitigation measure: Installed code compliant parking signs.
Parking along Park Avenue	Change parking permit enforcement	Complete	9/15/2015	Mitigation measure: Increased police enforcement. Discussed with resident.
Parking Issue Woodside between 14th and 15th	Parking permit program or no parking signs	Complete	10/13/2015	Took parking inventory. Met with resident. Received petition from resident. Took speed counts. Mitigation measure: Install no parking signs

				per public safety issue.
No parking 12th and Norfolk Ave	No parking both sides of street	Complete	10/13/2015	Discussed with yoga studio. Denied request per scarcity of issue, street width, and Fire Department recommendation.
Driveway, parking, and sight triangles on Sidewinder	Add no parking signs or red curb for driveways	Complete	11/10/2015	Sight triangles are of standard distance. Checked accident reports. Denied request per accident reports and appropriate sight distance.
Noise pollution along SR 224	Minimize noise pollution from SR224 near Town Point Condos	Complete	11/10/2015	Met with Requestor. Denied request per lack of available space, effectiveness of sound walls, and UDOT ROW.
Decreased Speed Limits	Decrease Speed Limits Through Park City	Phase I	12/15/2015	Research other cities. Discuss Pros and Cons. Collect data. Write Manager Report.
Parking Issue Sidewinder	Parking issue near 2298 Sidewinder Drive	Phase II	12/15/2015	Increased police enforcement. Hales Engineering has finalized parking study. Police will review the study. Engineering will meet with Aspen Villa. Mitigation measure: April 15th this section Prospector Avenue will become no parking 2 AM - 6 AM.
Aerie Drive Pedestrian Crossing	Crosswalk at Aerie Drive and Deer Valley Drive	Complete	1/10/2016	Denied request per lack of pedestrian volume, safety hazard for an at grade crossing, lack of infrastructure on either side.
Lowell Avenue Residential Parking	Parking, traffic, and signage issue on Lowell Avenue	Complete	1/10/2016	Met with resident. Collected data. Mitigation measure: Will install bulb-outs and neighborhood zone signs with Lowell Ave Reconstruction. Denied the rest to change residential permit program.
Rossie Hill Width	Improve parking, snow clearance, and emergency vehicle access	Phase I	1/10/2016	Discussed with requestor. Mitigation measure: Will discuss in the Rossie Hill Reconstruction.
Parking at Bottom of Rossie Hill	Eliminate parking to improve landscape	Phase I	1/10/2016	Discussed with requestor. Mitigation measure: Will discuss in the Rossie Hill Reconstruction.
Pedestrian Movement	Install stairs from Rossie Hill Drive to Deer Valley Drive Loop Road	Phase I	1/10/2016	Discussed with requestor and planning. Mitigation measure: Will be evaluated in adjacent development.

Rossie Hill No Parking Signs	Make no parking signs more efficient	Phase I	1/10/2016	Discussed with requestor. Mitigation measure: Will install no parking sign at easterly bend of Rossie Hill.
Deer Valley Drive Crosswalks	Install and improve existing crosswalks on Deer Valley Drive	Complete	2/9/2016	Collected data, researched MUTCD crosswalk guidelines. Mitigation measure: improve existing crosswalk at Sunnyside Drive. Denied the request to install additional crosswalks per the lack of pedestrian volumes and infrastructure on north side.
Deer Valley Drive Intersection Signage	Address signage at Royal Street intersection and the exit from Deer Valley Resort	Phase I	2/10/2016	Mitigation measure: Will improve signage at Royal Street intersection and do nothing at the exit to Deer Valley Resort
9th Street Stop Sign	Discuss the need for a stop sign at 9th street	Phase I	2/11/2016	Collect data, discuss MUTCD warrants for controlled intersection



MANAGER'S REPORT – 3/31/2016

Submitted by: Michelle Downard
Subject: Trash and Recycle Receptacle Ordinance Update

The following report gives an update since the passage of an ordinance regarding trash and recycle receptacles.

Respectfully:

Michelle Downard, Deputy Chief Building Official



To: Honorable Mayor/Members of City Council

From: City Manager's Office

STAFF COMMUNICATIONS REPORT – March 31, 2016

Submitted by Michelle Downard, Deputy Chief Building Official

Matt Abbott, Environmental Project Manager

Enforcement Update: Park City Waste and Recycling Receptacle Ordinance

For several years, residential curbside waste and recycling collection efforts in Old Town have been a difficult issue to balance the competing interests of residents, business owners, Council Members, staff, and Republic Services, our waste/recycling contract hauler regarding placement and labeling.

Over the past several months, outreach was conducted utilizing mailers to every Old Town property owner. Code Enforcement has additionally performed direct outreach through numerous educational sweeps providing Old Town occupants with educational updates either in person or through attachments to their receptacles. Staff has invested a significant level of effort to distributing fliers on the street. Staff has engaged directly with numerous citizens as it relates to questions, compliments, complaints, special cases, or unusual circumstances. Other code enforcement responsibilities were delayed while this outreach was prioritized.

As a result of the outreach, staff estimates that roughly three-fourths of receptacles have been properly labeled and, in general, there is increased compliance as it relates receptacle placement before and after collection. With continued educational efforts, staff believes this level of compliance to increase. However, staff assumes that a portion of the receptacles are 'orphan receptacles', in which case, additional enforcement action is appropriate.

Under the existing ordinance and consistent with previous graduated enforcement steps communicated to City Council January 28, 2016, staff is entering the phase of enforcement where receptacle confiscation was discussed as the next step. The City Codes related to placement and labeling of trash receptacles specifically identifies confiscation of violating receptacles. However, staff is struggling with several functional and legal obstacles related to receptacle confiscation.

Several logistical factors related to confiscation include:

- With over 2,056 receptacles in Old Town, roughly 500 receptacles would need to be confiscated due to lack of labeling or placement compliance, affecting approximately 250 property owners. This would have a significant impact on staff, budget and workload priority for other city services. This would also require staff to identify a new process for violators to claim their receptacle and identify a storage location in the interim.
- Allied Waste does not maintain a customer list for Old Town. It is therefore difficult to match receptacles with the responsible party. Code enforcement has the authority to issue citations to violators, but only if the responsible party can be identified.
- Article 3.1 of the contract for services between Summit County and Allied Waste (Exhibit D) specifically prohibits Allied Waste from collecting any fees from residential customers, unless authorized by the Administrator or Summit County Council. Hence, Allied Waste is not authorized to charge fees if they were to assist with receptacle confiscation.
- Staff is concerned that if receptacles are confiscated, trash will be placed in city right of way and along the street. Thus creating a health and nuisance concern.

Staff is recommending we focus on additional ongoing efforts to conduct complaint-based outreach and remediation in the form of verbal communication, warning and informational letters, administrative code enforcement citations and fees (as appropriate). Staff further recommends to indefinitely forgo receptacle confiscation. Staff sees this as the best approach for our citizens and property owners while maintaining level of service across other job duties.

Staff will return to City Council with a code amendment to reflect this recommendation. Additionally, staff will include alternatives such as pursuing an amendment to the existing service contract between Summit County and Allied Waste.

If Council disagrees with the aforementioned current direction, please ask staff to bring this item back to Council in a work session in the April timeframe.

Exhibits:

Exhibit A – Topic History

Exhibit B - Map of Old Town, Park City

Exhibit C - Current Ordinance

Exhibit D – Agreement for Residential Refuse and Recyclables Collection between Summit County and Allied Waste

Respectfully:

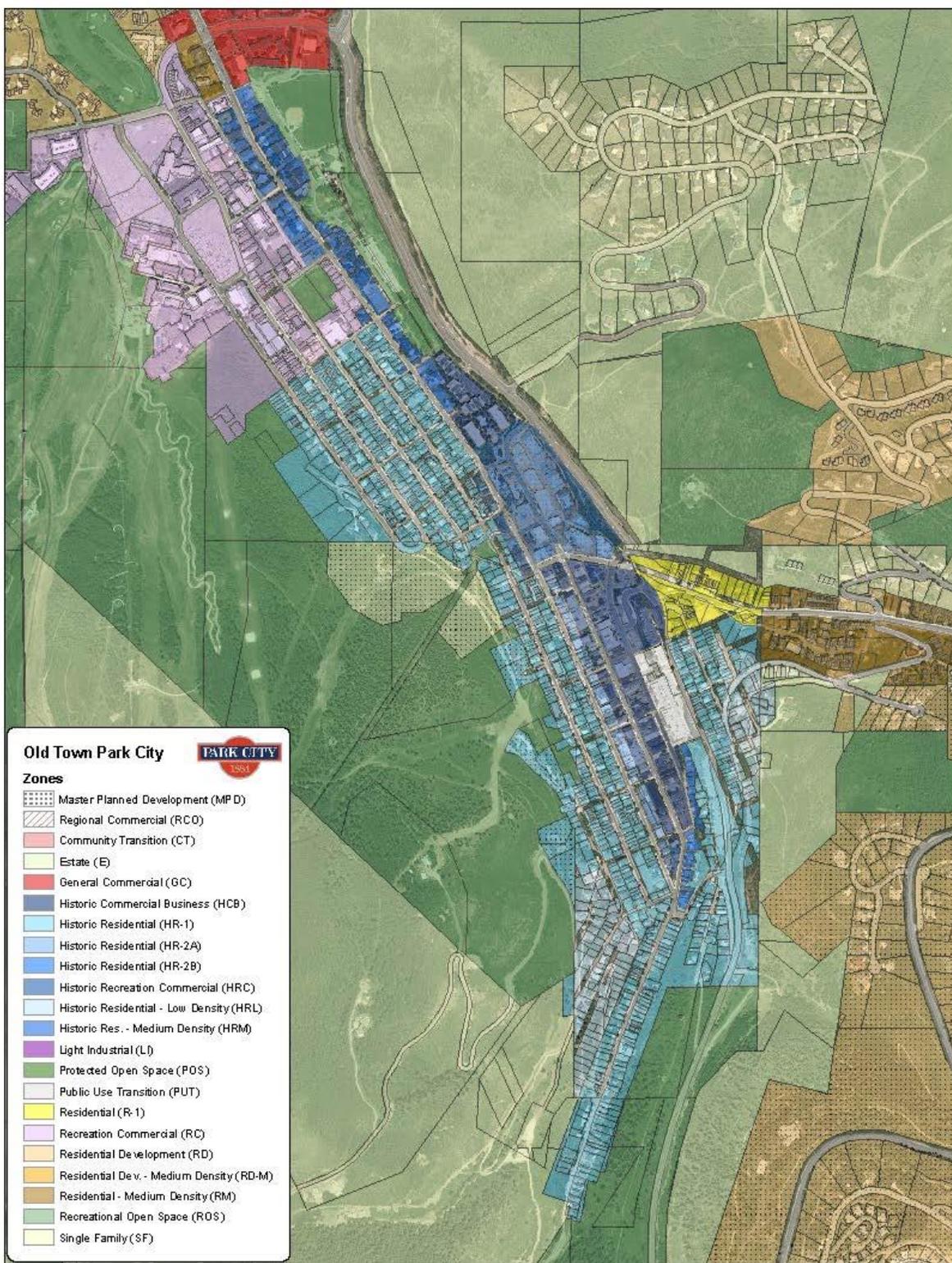
Michelle Downard, Deputy Chief Building Official

Matt Abbott, Environmental Project Manager

Exhibit A – Topic History

- February 3, 2005 – Consideration of Trash Container Removal Ordinance (pg. 3)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1649&Inline=True>
- September 8, 2005 – General Discussion about Old Town Trash Issues (pg. 6)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1674&Inline=True>
- December 8, 2005 – Trash Container Ordinance (pg. 62)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1683&Inline=True>
 - City Council rejected a Citywide totter ordinance on 12/8/05
- April 19, 2007 – Main Street Recycling & Old Town Trash Container Issues (pg. 127)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1734&Inline=True>
- June 27, 2013 – Old Town Curbside Recycling (pg. 7)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1984&Inline=True>
- May 29, 2014 – Waste Container Ordinance & Old Town Curbside Recycling (pg. 107)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2020&Inline=True>
- May 14, 2015 – Old Town Curbside Collection Performance (pg. 68)
 - http://parkcityut.iqm2.com/Citizens/Detail_Meeting.aspx?ID=2016
- June 11, 2015 – Old Town Curbside Collection Performance – Budget (pg. 6)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2058&Inline=True>
- July 16, 2015 – Park City Waste and Recycling Receptacle Ordinance (pg. 28)
 - <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2062&Inline=True>

Exhibit B – Map of Old Town, Park City



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.

(Created by Ord. No. 15-54)

6-1-12. IDENTIFICATION AND LABELING 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.

2012-05

EXHIBIT D - Agreement for Residential Refuse and Recyclables Collection between Summit County and Allied Waste

AGREEMENT FOR RESIDENTIAL REFUSE AND RECYCLABLES COLLECTION

THIS AGREEMENT made and entered into this 9th day of May, 2012, by and between Summit County (herein called "County"), a body corporate and politic of the State of Utah, whose address is 60 N. Main Street, Coalville, Utah 84017, and Allied Waste Service of North America, LLC (herein called "Contractor"), a waste and recycling hauler, whose address is 675 South Gladiola, Salt Lake City, Utah 84104.

WITNESSETH:

WHEREAS, the County is seeking the services of a qualified contractor to provide solid waste collection and disposal services in Summit County; and,

WHEREAS, the County contracts for these services on behalf of its residents and generally pays for said services out of the County's General Fund monies; and,

WHEREAS, a Request for Proposals was advertised by the County and Allied Waste submitted a proposal, which proposal was accepted by the County; and,

WHEREAS, the County and Allied Waste, have agreed to the following terms and conditions of this non-exclusive solid waste collection and disposal Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, it is agreed as follows:

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following terms and phrases are defined as follows:

I. ADMINISTRATOR means the Solid Waste Administrator or the Administrator's designee.

2. AGREEMENT means this document and all attachments, appendices and exhibits thereto including, but not limited to the request for proposal.
3. BULK LIQUID is any liquid waste greater than five (5) gallons in volume.
4. BULKY WASTE means any large waste item including but not limited to stoves, refrigerators, air conditioning units, water heaters, washing machines, dryers, beds, sofas, and furniture.
5. COMMERCIAL SOLID WASTE shall have the definition given by Section R315-301-2(14) of the Utah Solid Waste Permitting and Management Rules, as amended.
6. COUNCIL means the Summit County Council which is the policy-making and governing body of Summit County.
7. CONSTRUCTION & DEMOLITION WASTE (C&D) shall have the definition given by Section R315-301-2(17) of the Utah Solid Waste Permitting and Management Rules, as amended.
8. CUSTOMER means the owner, lessee, or occupant lessee of a residential unit.
9. DWELLING, MULTI-FAMILY - A dwelling unit in a structure containing three or more dwelling units sharing common horizontal floors/ceilings, but not including hotels, motels, inns, and/or timeshare units.
10. DWELLING, SINGLE FAMILY. A dwelling unit containing one to two dwelling units not including hotels, inns, and/or timeshare units.
11. HAZARDOUS WASTE means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Utah Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.
12. HOLIDAYS. The holidays observed by the solid waste Contract shall be the same as the holidays observed by the Three Mile landfill employees which are New Year's Day,

Independence Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is delayed by a day of service but not eliminated. The Contractor shall observe no additional holidays without the prior approval of the Administrator.

13. HOTEL, MOTEL OR INN - An establishment containing sleeping rooms for the temporary occupancy of guests. Accessory facilities may include a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including lock-outs or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor courts, motor lodges and tourist courts, but not mobile home parks or travel trailer parks.

14. INCOMPLETE COLLECTIONS - Service deficiencies including, but not limited to, missed or partial collections, failure to provide residents with written notification regarding refuse collections; uncorrected littering or spillage caused by the Contractor, containers not properly returned to the original set out location, and lids not placed on or in emptied containers.

15. LOCAL MANAGER - A local, authorized managing agent for the Contractor upon whom all notices may be served from Summit County. This person shall be named at least sixty (60) days prior to the start-up of this Contract.

16. NON-PROCESSIBLE WASTE means goods and materials which are not residential waste and/or are prohibited by the disposal facility. The Contractor has an obligation to notify their customers not to place these materials in their waste containers and, if these materials are observed by the Contractor, to remove them from the containers and notify customers of the violation. Non-processible waste items include the following:

- a. Hazardous waste of any kind.
- b. Any material that when incinerated clearly conducts electricity.
- c. Explosives.
- d. Medical or pathological wastes.

- e. Animal or human body parts or remains.
- f. Liquids.
- g. White goods or appliances.
- h. Construction debris or un-processible proportions.
- i. Large metal objects of any kind.
- j. Large sealed containers of any kind.
- k. Motor vehicles or related parts.
- l. Any item exceeding two feet by two feet by five feet in dimensions.
- m. Wood with a cross section over nine inches or five feet in length, and not fitting a residential container.
- n. Any material that is on fire, (i.e., a "Hot Load")
- o. Drywall.
- p. Ashes.
- q. Recyclables collected for the purpose of reuse.
- r. Any material not acceptable at the disposal facility.

17. **PROHIBITED WASTE** means any waste designated by the County or by applicable rules and regulations of the Utah DEQ as prohibited from disposal in a Class I landfill, including but not limited to petroleum products, hazardous waste, asbestos containing materials, PCB containing materials, bulk liquids, and bulky waste.

18. **PUBLIC FACILITIES** means sites that are either publicly owned by Summit County or managed by Summit County such as public buildings, collection sites or other locations needing solid waste service owned or managed by the County.

19. **RECYCLABLES** means materials which the parties agree shall be collected by Contractor

for the purpose for recycling or reuse, including but not limited to aluminum beverage containers, tin cans/bi-metallic cans, commingled plastic beverage containers (including PET/HDPE), newsprint, magazines, white paper, corrugated cardboard, and telephone books. The County understands there are fluctuations in the recyclables market that may affect the ability to market the above materials.

20. RECYCLING COLLECTOR means any person or entity that the County authorizes or contracts with for collection and/or processing of Recyclables.

21. RESIDENTIAL COLLECTION LOCATION means the individualized site of a dwelling unit for pick up and collection of solid waste.

22. SERVICE AREA means all areas within the boundaries of Summit County, Utah.

23. SOLID WASTE means all putrescible and non-putrescible solid and semi-solid, including garbage, trash refuse, packaging materials, paper rubbish, and industrial wastes. However, for purposes of this Agreement, the term solid waste does not apply to commercial wastes, construction and demolition wastes, liquid wastes, abandoned vehicles and parts thereof, discarded residential and industrial appliances, manure and animal solid and solid wastes, hazardous waste, prohibited waste, recyclable materials designated for separate collection under this or another Agreement, and de-watered, treated or chemically fixed sewage sludge.

24. TIMESHARE DEVELOPMENT - An enterprise that has as its primary purpose the offering of a timeshare interest. "Timeshare interest" means a right to occupy accommodations during three or more separate time periods over a period of at least three years, including renewal options, whether or not coupled with an estate in land, and including what is commonly known as a "timeshare estate," which is a small undivided fractional fee interest in real property by which the purchaser does not receive any right to use accommodations except as provided by contract, declaration, or other instrument defining a legal right.

25. TRASH CAN - An approved container as defined later herein, which may contain either garbage, recyclables or yard waste.

26. YARD WASTE means compostable waste from landscaping operations, including but not limited to tree trimmings, grass cuttings, dead plants, weeds, and leaves.

ARTICLE 2. SERVICES AND OPERATIONS

2.1 GENERAL SERVICES. The Contractor shall offer and provide collection and disposal services for solid waste and recyclables generated by Single family and Multi-family Dwelling Units and Public Facilities within the Service Area, and shall provide such service from a location based within Summit County, Utah. Appendix A, Contractor's Proposal, is incorporated herein by this reference as though fully set forth herein and shall be deemed binding provisions hereunder. Contractor has no right or duty under the terms of this Agreement to collect or dispose of any hazardous waste or prohibited waste. The collection of solid waste by the Contractor shall be provided at least once per week for each Dwelling Unit. The collection of recyclables by the Contractor shall be provided at least once every two weeks (bi-weekly) for each Dwelling Unit. Collection shall occur at the residential curbside adjacent to the roadway or from some other such suitable designated location. The Contractor shall market all collected recyclables and keep the revenue. The Contractor is prohibited from disposing collected recyclables into a landfill. All disposal of solid waste collected from Summit County shall be at the County owned and operated Three Mile Canyon Landfill.

2.2 PLAN OF OPERATION. The Contractor shall provide the Administrator with a plan of operation for the collection of residential solid wastes at least 30 days prior to the start of collection under this Agreement. The plan shall provide the following detailed information:

2.2.1 A map depicting the collection routes for each collection day for both waste collection and for residential recycling. The maps shall show the starting and ending point and direction of routing for each service area.

2.2.2 Information identifying the size, type, age, fuel type, number and capacity of each truck used on the routes.

2.2.3 The approximate number of drive-bys or collection points for each route and drop-site.

2.2.4 The procedure for responding to complaints for missed service or delayed service and the means of notifying the County in the event of missed service.

2.2.5 The number of spare vehicles and personnel available to either replace or supplement standard service in the event of major surges in waste volume.

2.2.6 The procedures for responding to service requests in inclement weather and the standards for determining when services must be delayed based on an inclement weather event.

2.2.7 The procedure for disbursing the bins to all customers and appropriately labeling.

2.3 COMPLIANCE WITH LAWS. In performing the services under this Agreement, Contractor shall comply with all federal, state and local laws, regulations and ordinances applicable to the collection, hauling and disposal of solid waste, and recyclables.

2.4 VOLUME OF COLLECTION. Contractor shall collect all solid waste properly containerized and placed for collection at the proper time and in the proper location. If the Customer places out for collection a volume of solid waste in excess of the level of service contracted for by either the County or the Customer, or places waste outside the container provided by Contractor, the Contractor shall not be responsible to collect said solid waste.

2.5 QUANTITIES. The County estimates that there are approximately 14,161 approved residential collection locations, as herein defined, for the collection of solid waste materials. The actual number of collections made in any week may be more or less.

2.6 SPECIAL COLLECTION. At locations and at a frequency designated by the Administrator, the Contractor shall provide special collection, including but not limited to Christmas tree pickup and disposal services in the Service Area for bulky waste; provided however, that Contractor may impose an additional charge for such services from locations other than at residential curbside in the cases of remotely located residences or difficult to service places. The initial fees for these special services within the County may be added to the monthly invoice and the fees for such additional services shall in no case exceed a reasonable rate as determined by the County and Contractor.

2.7 DAYS AND HOURS OF COLLECTION. Contractor shall schedule collection activities so that the last delivery to the Landfill shall occur no later than thirty (30) minutes prior to the scheduled daily closure of the Landfill. If Contractor misses a scheduled collection day for any area within the Service Area because of a holiday or because of any other reason, Contractor shall provide collection service to the missed area on the day before or after. If Contractor misses regularly scheduled collection at a specific Dwelling Unit where no fault can be found on the

part of the residential owner and any person complains to the Contractor or County no later than 12:00 noon on the following day, the Contractor shall collect said solid waste within twenty-four (24) hours of said complaint at no additional charge.

2.8 TIMES OF RESIDENTIAL COLLECTION. Contractor's residential solid waste collection services shall be provided between the hours of 7:00 a.m. and 3:00 p.m. during weekdays (Monday through Friday, except holidays), unless otherwise authorized by the County to provide collection services at other times or days. Contractor's residential recycling collection services shall be provided between the hours of 7:00 a.m. and 7:00 p.m. during weekdays (Monday through Friday, except holidays), unless otherwise authorized by the County to provide collection services at other times or days.

2.9 HOLIDAY SCHEDULE. Holidays shall be the same as the holidays observed by the Three Mile landfill employees which are: New Year's Day, Independence Day, Thanksgiving Day (fourth Thursday of November), and Christmas Day. Residences scheduled for waste collection on these days shall have collections on the following day unless a different schedule is agreed to in advance by the County.

2.10 ROUTES AND SCHEDULES. Contractor shall provide the Administrator with route maps, schedules of collection routes and customer lists, and keep such information current at all times. Contractor shall notify all affected customers of any change in routes or schedules at least one week before said change becomes effective. County will retain ownership of Contractor's customer lists and Contractor agrees not to distribute said customer lists without the express written consent of the County.

2.11 CUSTOMER CONTACT AND EMERGENCY RESPONSE. During normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays), Contractor shall maintain a manned office with a telephone (listed in the telephone directory in its name) for receipt of customer calls. During all other hours, Contractor may use a telephone answering service or device for customer calls and shall respond to all calls within 24 hours of receipt. Contractor shall always provide Administrator with a current telephone number that can be used by the County on a twenty-four hour basis to contact the Contractor, its management or someone authorized to act on its behalf. Contractor shall equip all vehicles with a two-way radio or

telephone that is available at all times for emergency response or to respond to Customer complaints. Customer complaints that are not resolved by close of business the day following receipt may be submitted to the Administrator or the Administrator's designee for resolution. The Administrator or designee shall have the power to order collection, adjust service fees and/or billings, or to take any other action that may be necessary to equitably resolve differences between the Contractor and service customers not withstanding any other terms of this Agreement to the contrary.

2.12 HIRING OF PERSONNEL. Contractor shall exercise sole authority over the selection and hiring of its personnel, with the exception that Summit County residents (those residing within Summit County for thirty (30) days or more) shall be given preference over equally qualified nonresidents.

2.13 CONDUCT OF PERSONNEL. Contractor shall require its employees and agents to be courteous, to work as quietly as possible, to avoid use of profane language, to leave containers where originally found, to use only regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering or meddling with property or events that do not concern them. Each driver of Contractor's trucks or vehicles shall carry a valid driver's license appropriate for the type of vehicle.

2.14 LOCATION OF BUSINESS. Contractor will maintain a business location in Summit County, to include an office and vehicle storage and maintenance at the time of initiation of the contracted services.

2.15 SOLID WASTE FACILITY. Contractor shall transport all solid waste collected from Dwelling Units to the Three Mile Canyon Landfill, or other County landfill as may be designated by the Administrator. Contractor may not transport construction and demolition (C&D) waste to the Three Mile Canyon Landfill without the County's express written consent and doing so will result in an additional charge to the Contractor, such charge to be determined by the Administrator, but not to be less than an amount equal to twice the comparable cost to deliver C&D waste to the County C&D landfill. Disposal in a Summit County landfill of any waste generated and/or collected outside of Summit County is expressly prohibited unless such disposal receives prior approval from the Administrator. Disposal at the Three Mile Canyon

Landfill shall be completed between the hours of 8:00 a.m. and 4:00 p.m.

2.16 COLLECTION EQUIPMENT. The Contractor shall provide and the County shall own all garbage and recycling containers used for collection of garbage and recyclables. The Contractor shall be responsible for providing all other equipment used for the collection and transportation of solid waste, including but not limited to all additional automated containers and all collection vehicles. The Contractor shall service the County owned containers. Contractor shall maintain each truck and appurtenant machinery, any vehicles and containers used or supplied by it in good mechanical condition and in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation, all minimum state standards. Contractor shall keep all trucks and any other equipment, including collection bins, thoroughly cleaned on at least a monthly basis. The Contractor shall also keep all automated containers and front load containers in good working order. Contractor shall repair any container damaged while being serviced by the Contractor. Contractor shall annually replace or clean front load containers that become sufficiently soiled, so as to become an attractant of vectors and insects. The Company name and telephone number of Contractor shall be displayed on both sides of the truck and shall be legible and visible. In June of each calendar year, Contractor shall provide Administrator with vehicle inspection reports for each truck or vehicle used by it in the Service Area at any time during that year. Contractor shall use waste containers specified in Appendix A, Contractor's Proposal, unless an alternative container is agreed to in writing by the County and made part of this Agreement. In areas specified in Appendix A, or otherwise agreed to by the Administrator, Contractor may collect solid waste in containers supplied by customers. Contractor shall be responsible for having his collection personnel pick up loose litter around residential waste containers and clean up any leaks from a properly loaded container, including grease from any such container. A properly loaded container is defined as waist level full with a closed lid (automated and front load containers), loose materials properly bagged and containing no materials listed as prohibited in Sections 16 or 17 of the Definitions section of this contract.

2.17 VEHICLE REQUIREMENTS. The Contractor must supply the County with specific information regarding the number and type of all trucks that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall provide detailed inventories including photographs of their equipment, all accessories by type,

model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options for renewal, where applicable, shall be stated. All new equipment needed to accomplish this Agreement shall be available prior to the commencement of operations for this contract. At the beginning of the Agreement period, no more than one-third (1/3) of the collection vehicles exceeding 26,000 + lbs GVW shall be older than five (5) years of age. The Contractor must provide to the County evidence of the safety, reliability and road worthiness of any vehicle over five years of age.

2.18 CONTAINERS. The Contractor shall provide sufficient containers for residential solid waste and recycling collection (32, 65 or 96 gallon containers). The base container shall be 65-gallon for refuse collection and 96-gallon for recycling collection. The Contractor shall be responsible for the purchase of all containers. Contractor shall assemble and deliver the containers to all County residents as needed during the term of this Agreement. The County and Contractor shall keep records of requests for new containers and second containers for residential customers. Residents may have no more than two (2) containers for waste or for recycling per household unless it is authorized by the County Administrator. Contractor shall repair and maintain all containers. Containers damaged by the Contractor in the course of their operations shall be replaced by the Contractor without charge to the County or customer. The Contractor shall also deliver all new or replaced containers due to damage during the term of this Agreement. It is further agreed that all current 96-gallon residential garbage containers are the property of the County and they will be used for recycling collection. The County and the Contractor also agreed that the Contractor will purchase all of the new 65-gallon containers for garbage collection and they will become the property of the County after 10 years regardless of age. If this agreement is not extended for another 5 years after 2017 the County shall reimburse to the Contractor forty dollars (\$40.00) per all additional new automated containers (32, 65 or 96-gallon containers) purchased after the signature date of this agreement. The Contractor shall label all new containers (32, 65 or 96-gallon containers), and the label shall say Summit County Solid Waste Services (garbage only or recyclables only). The Contractor shall also print readable serial number on all new containers and provide the list of all new cans and their serial numbers corresponding to the resident address.

2.19 CONTAINER LOCATION. All approved garbage and recycling containers shall be placed within two feet of the blacktop or in the gutter, if curb and gutter are present, and at a location that is readily accessible to Contractor and its equipment. All reusable containers, after being emptied by the Contractor, shall be returned without damage to the place from which they were removed.

2.20 DAMAGED, LOST OR STOLEN CONTAINERS. In the event a residential container is damaged (as opposed to worn out by reasonable wear and tear), is lost, or is stolen, the Customer shall pay the County \$75 for a replacement container, which is to be billed by the Contractor.

2.21 SPECIAL SERVICES AND CONTAINERS. Contractor shall provide, at no additional cost, special service for handicapped persons or senior citizens not able to handle the 32, 65, or 96 gallon approved garbage container. Such special service will be as directed and approved by the Administrator after discussion with the Contractor.

2.22 REPORTING REQUIREMENTS. At its expense, the Contractor shall provide the Administrator with written collection reports and/or data of a type and in a form prescribed by the Administrator, refuse and disposal data and recycling collection and marketing data on a monthly basis. This data must include, but is not limited to the following: tonnage and volume of solid waste and recyclables, frequency of pickup, number of new customer accounts with assigned bin ID number and bin size, closed customer accounts with assigned bin ID number and bin size, income from the sale of recyclable material, vendor wherein recyclable material is sold. The County may request any other relevant data the County may find necessary in its solid waste management program.

2.23 INSPECTION. At any reasonable time requested, the Contractor shall make available, and the County shall have the right to inspect, all equipment, trucks, vehicles and containers used by Contractor in the Service Area. At its request, the County shall also have the right to inspect and audit Contractor's books and records to verify information contained therein, or which should have been reported in any reports required by the Agreement in order to verify information submitted by Contractor to justify rate changes pursuant to Paragraph 3.3 hereof; or to verify the payment of appropriate County fees.

2.24 NUISANCE. Contractor shall do all work in such a manner as not to create a nuisance.

Solid waste spilled or scattered on sidewalks, gutters, or roadways during collection shall be immediately cleaned up by the Contractor.

2.25 SCHEDULE CHANGE NOTIFICATION. Notification to residential Customers of any agreed upon schedule change shall be the responsibility of the Contractor. That notice shall be given in writing at least three (3) days in advance of the schedule change. If the schedule change is done on an emergency basis, then notice of the changed schedule should be in a recording on the Contractor's phone line dedicated for public communications.

2.25 The Contractor is required to participate in the development of a waste reduction public education program and fund the public education program up to twenty four thousand (\$24,000.00) dollars annually.

ARTICLE 3. SERVICE FEES & COLLECTION RATES

3.1 FEES, GENERAL. In consideration for its services, Contractor will be paid collection fees by the County pursuant to Schedule A attached hereto. Contractor shall not impose, offer, collect or attempt to collect any fee, any other charge or benefit directly or indirectly on any residential Customers, unless authorized by this Agreement or in writing by the Administrator or Council. The Contractor shall charge a fee and bill the customer directly for second containers.

3.2 RESIDENTIAL FEES. County shall pay Contractor for residential collections based on the fee schedule provided in Schedule A attached hereto. Contractor shall collect fees from all residential customers for additional containers, based on fees established by the Council.

3.2.1 PAYMENT OF INVOICES. The Contractor shall bill the County for services rendered within ten (10) calendar days following the end of the month. The County shall remit payment to the Contractor on or before the twenty-fifth (25th) day following the submission of all required documentation and billing, subject, however, to the provisions of paragraph 6.13. Such billing by the Contractor shall include the following items:

3.2.1.1 The number of residential accounts serviced for solid waste and recycling collection, and disposal that month.

3.2.1.2 The number of residential accounts receiving a second bin that month.

3.2.1.3 An accounting of extra pick-ups or clean-up services for residential accounts.

3.2.1.4 The number of new residential accounts instituted that month and discontinued services.

3.2.1.5 The tonnage of waste and recyclables collected from residential customers that month.

3.3 FEE CHANGES. Subject to Council approval, the initial fees shall be established in accordance with Schedule A attached hereto. The County Manager may ask the Council to hold hearings, review and approve or disapprove any change in fees. The Council may, but is under no obligation to, accept any fee change recommended by the Manager. Pending any rate change, all previous rates approved by the Council shall remain effective.

3.4 FEE RESOLUTION AND INCREASES. All rate and levels of service and any adjustments thereto must be approved by the Council in the form of a written resolution and made a part of this Agreement, excluding the annual Consumer Price Index (CPI) adjustment. Each year July 1st the Contractor shall automatically receive an increase equal to the annual CPI for the previous year ending December 31st.

ARTICLE 4. TERM OF AGREEMENT AND REMEDIES FOR BREACH

4.1 TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years commencing on July 1, 2012 and terminating on June 30, 2017. The County may at its discretion, with the consent of the Contractor, grant up to one (1) extension of this Agreement, provided that such extension shall be noticed to the Contractor not less than six (6) months prior to the regular expiration date of this Agreement. This extension may be, but cannot exceed five (5) years. This extension shall be contingent upon the Contractor's performance of the terms of this Agreement, and the approval of the County Manager and the Council.

4.2 TERMINATION UPON DEFAULT. If the Contractor is in material default or breach of any terms or conditions of this Agreement, the County, at its option, may immediately terminate this Agreement with written notice to Contractor, provided, however, that the County must first give Contractor written notice of such default or breach, specifying the particulars thereof, and the County may not terminate this Agreement on the grounds of said breach or default if said default or breach is cured within ten (10) calendar days after such notice or, if the nature of the breach or default is such that more than ten calendar days are required for its cure, then the County may

not terminate this Agreement if Contractor shall commence such cure within such ten calendar day period and thereafter diligently prosecute the same to completion. The provisions herein to allow cure of default shall not apply to material breaches under Paragraphs 4.3.3, 4.3.4, or 4.3.5.

4.3 CIRCUMSTANCES THAT CONSTITUTE MATERIAL BREACH. Without limitation, the following acts by the Contractor shall each constitute a material breach of this Agreement for purposes of termination under Paragraph 4.2:

4.3.1 Material default or breach of any terms or conditions of this Agreement;

4.3.2 Failure to submit to the County within thirty days after it is due any of the information requested by the County or required to be submitted by this Agreement;

4.3.3 Submission to the County of any intentionally inaccurate information or financial data or information that is not prepared in accordance with the terms and conditions of this Agreement;

4.3.4 Commitment of the following crimes by the Contractor or any of their officers or employees, the conduct of which relates directly or indirectly to the Agreement or performance thereunder: bribery, forgery, price fixing, bid rigging, fraud, obstruction of justice, extortion, racketeering, antitrust violations or the intentional disposal of hazardous or solid waste or recyclables; or

4.3.5 Conduct that results in more than five percent of the total number of Customers in the Service Area making complaints in one calendar year, such complaints being unresolved by Contractor and documented by the Administrator.

4.4 REMEDIES UPON DEFAULT. If either the Contractor or the County breaches any of the terms of this Agreement, the other party shall be entitled to recover its damages, whether or not the default has been cured under Paragraph 4.2 above. In the event Contractor is in default or breach of any of the terms or conditions of this Agreement, the County may also declare the amount of the Contractor's performance bond or letter of credit forfeited to the extent necessary to remedy or cure said breach or default, including without limitation the payment of costs or expenses to the County of obtaining replacement services, whether temporary or permanent. The amount of said bond or letter of credit in no way limits the Contractor's liability for damages. The County may also, at its option, temporarily use Contractor's trucks and equipment if for any

reason the Contractor fails to cause collection or disposal as provided herein. Contractor shall be paid compensation in the form of the reasonable rental value thereof if said failure to collect was caused by circumstances beyond the Contractor's control. Any action for recovery of damages or compensation herein shall be subject to arbitration, as set forth in Paragraph 4.7 hereof.

The County agrees and acknowledges that the rights conferred to the County pursuant to the Agreement are intended to constitute a license right (and not a security interest or lien) and that title to the Licensed Property (as defined below) shall at all times be and remain with the Contractor. The County further acknowledges that in accordance with the terms and conditions of the Credit Agreement (as defined below), the Contractor has granted a perfected, first priority security interest in certain of their respective assets (including, without limitation, the Licensed Property) for the benefit of the secured parties under the security documents applicable thereto. The County agrees and acknowledges that the security interest of such secured parties in, to and under the Licensed Property is prior to the County's license rights granted hereunder and that the County's license rights in the License Property shall automatically and irrevocably terminate immediately upon the exercise of such secured parties of their rights to foreclose on the Licensed Property in accordance with the terms of the Credit Agreement and related security documents. Under no circumstance, will the County file any financing statements or similar instrument relating to any of the Licensed Property.

As used herein, the term "Credit Agreement" means the Performance Bond #929402718 dated as of July 21, 1999 and restated as of May 12, 2011, among Allied Waste Services of N.A., LLC., the lenders party thereto and, among other Western Surety Company, as administrative agent, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

As used herein, the term "Licensed Property" means any and all of the Contractor's equipment, vehicles, facilities and property of every kind and nature of which the County intends to use in accordance with term of service of this Agreement.

4.5 FORCE MAJEURE.

4.5.1 EMERGENCIES. Collections shall be made regardless of weather or other conditions that would impede collections such as snow, flood, riot or other disaster unless authorization to

suspend collections is obtained from the Administrator or its designee to suspend service. This authorization may be verbal so long as it is confirmed in writing within one business day of the emergency.

4.5.2 WORK STOPPAGE. A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this Agreement. The Contractor shall still be required to complete its obligation under this Agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the County shall not impose any penalty nor bring any action against the Contractor to perform the conditions of this Agreement for the first twenty-four hours of any strike or job action should such a strike or job action prevent the collection of municipal waste by the Contractor during this initial twenty-four (24) hour period. All other rights and options available to the County under this Agreement shall remain unaltered by this paragraph.

4.6 NON WAIVER. The waiver by the County or failure by it to enforce any provision of this Agreement shall not be construed as a continuing waiver as to future enforcement of any such provision or any other provision.

4.7 DISPUTE RESOLUTION. Any dispute arising from this Agreement:

4.7.1 Shall attempt to be settled by the parties within 15 calendar days of written notice of the dispute;

4.7.2 If no settlement is reached, the parties agree to submit the dispute to mediation through a third-party neutral mediator or provider, which mediation session will take place within 30 calendar days from the notification date. Costs of mediation will be split equally between the parties.

4.7.3 If settlement is not reached within 10 calendar days after the mediation session, the parties agree to submit the dispute to binding arbitration in accordance with Utah Code, Title 78, Chapter 31(a), which arbitration hearing will take place no later than 60 calendar days from the notification date. The parties shall split equally the cost of the arbitration unless otherwise ordered by the arbitrator and judgment upon award rendered by the arbitrator may be entered in any court of competent jurisdiction.

ARTICLE 5. INDEMNIFICATION, INSURANCE AND ASSURANCE OF PERFORMANCE

5.1 INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless the County, its County Council members, officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, liabilities and reasonable attorney fees or whatsoever nature, resulting from or in any way connected with Allied Waste sole negligent act or willful misconduct, whether active or passive, or any omission to act by the Contractor or any of its owners, administrators, officers, agents, servants, employees or subcontractor, which such act or omission to act occurred with respect to, or is in any way related, directly or indirectly, to this Agreement, or the performance or failure to perform thereunder, including without limitation the failure to collect and/or legally dispose of solid waste. Contractor agrees to indemnify the above persons or entities whether or not the County or any of its supervisors, officers, agents, servants or employees are in any way at fault, whether by active or passive negligence, or are liable by way of strict liability or by way of omission to act.

5.2 INSURANCE. Throughout the term of this Agreement and any extensions thereof, Contractor, at its expense, shall maintain in full force and effect general liability and property damage insurance and worker's compensation insurance and shall supply certificates of insurance to the Administrator for approval as to form and content. The general liability insurance policy shall include at least \$5,000,000 of coverage for injury to persons, including the general public, and \$5,000,000 of coverage for injury to property resulting from any negligent act or failure to act by Contractor or any of its owners, administrators, officers, employees, servants or agents. Said general liability insurance policy shall also show the County as an additional insured. All insurance shall be in effect for the term of this Agreement. Contractor shall not permit said insurance policies to be canceled without providing the Administrator thirty (30) calendar days advanced written notice and without first obtaining replacement insurance satisfactory to the County.

5.3 ASSURANCES OF PERFORMANCE. Throughout the term of this Agreement, Contractor, at its expense, shall maintain for County's benefit a performance bond or letter of credit, in a form approved by the County Attorney, in an amount equal to one hundred thousand dollars

(\$100,000.00) to assure performance of Contractor's obligations under this Agreement. Contractor shall supply the bond or letter of credit to Administrator for approval as to form and content. Said bond or letter of credit shall provide for arbitration of claims consistent with Paragraph 4.7 hereof. Said bond or letter of credit shall be issued by a duly authorized corporate surety or bank, as the case may be, authorized to do business in the State of Utah. Throughout the term of this Agreement, Contractor shall not permit said bond or letter of credit to be canceled or modified or to expire without providing the Administrator thirty (30) calendar days advanced written notice and without first obtaining a replacement bond or letter of credit satisfactory to the Administrator.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 ASSIGNMENT, SUBCONTRACTS, CHANGE OF OWNERSHIP. None of Contractor's obligations, rights, privileges, or duties under this Agreement may be assigned, sold, leased, subcontracted or transferred, either in whole or in part, without the prior written consent of the County. Contractor shall promptly notify Administrator in writing in advance of any proposed assignment, sale, lease, subcontract or transfer. In the event that the Council approves of any assignment, sale, lease, subcontract, or transfer, said approval shall not relieve Contractor of any of its obligations or duties under this Agreement, unless this Agreement is modified in writing to that effect. Contractor shall also notify Administrator of any change in control and/or ownership of Contractor. While a change in ownership or control is not a breach of this Agreement, upon any such change the County, at its option, may terminate this Agreement by giving Contractor at least ninety (90) calendar days written notice. For purposes of this Agreement, change of ownership or control is presumed to include, without limitation, the sale or transfer of at least 30 percent of Contractor's assets or at least 30 percent of Contractor's voting stock to an entity unaffiliated with Contractor. In the event Contractor owns, leases or purchases any such solid waste collection and disposal, and or recycling collection and processing facility, the Contractor shall immediately notify Administrator in writing. The Contractor shall also immediately notify the Administrator in writing if the Contractor owns or purchases any company or entity, or owns or purchases 30 percent or more of the voting stock of any company or entity that owns, operates or controls any solid waste collection and disposal, and/or recycling collection and processing facility located in the unincorporated area of Summit County.

6.2 COMPLETE AGREEMENT. This Agreement, with its attachments, appendices, and exhibits, constitutes the entire agreement between the Contractor and the County. No prior oral or written understandings or agreements between the parties with respect to the subject matter of this Agreement are incorporated herein and any such understandings or agreements are entirely superseded by this Agreement.

6.3 APPROVAL BY MANAGER AND AMENDMENTS. This Agreement, with its attachments, appendices, exhibits and any amendments thereto shall not be binding upon the County unless approved by the County Manager. This Agreement, including any attachments, appendices and exhibits hereto, may not be amended or extended for another term without the approval of the County Manager.

6.4 INDEPENDENT CONTRACTOR. It is agreed that Contractor is and shall at all times be an independent contractor of, and not an agent of, the County.

6.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.6 NONDISCRIMINATION. In the performance of this Agreement, Contractor shall abide by all applicable federal, state and local laws, regulations or ordinances pertaining to discrimination and shall not discriminate against any person, customer, servant or employee on account of race, sex, age, creed, color, religion, national origin, or qualified disability.

6.7 CORPORATE AUTHORITY. Contractor shall submit to Administrator documentation sufficient to establish that the person acting on its behalf by signing this Agreement, or any amendments thereto, is authorized to do so.

6.8 CONFORMANCE TO REQUEST FOR PROPOSALS. Contractor agrees to furnish all services in conformity with all specifications and representations in the document entitled "REQUEST FOR PROPOSAL FOR REFUSE AND RECYCLABLES COLLECTION AND MARKETING OF RECYCLABLES " (hereinafter referred to as the RFP) and the Contractor's Response to RFP ("Contractor's Proposal"), including all attachments thereto, which is styled hereto as Appendix A. The County has also attached a document entitled Responses to Bidder's Questions. All of the foregoing is incorporated herein by this reference as though set forth at

length herein. Where there is a conflict between the Appendix and this Agreement, this Agreement shall control.

6.9 OWNERSHIP. Contractor agrees that all customer lists and information, as well as all other materials generated by Contractor to perform this Agreement, shall be the property of the County and may be used as the County sees fit.

6.10 TITLE TO WASTE. Title to all residential solid waste that Contractor has agreed to collect shall be vested in Summit County when (a) placed in the Contractor's collection vehicle, (b) removed by Contractor from a container, or (c) removed by the Contractor from the Residential Unit, whichever last occurs. Contractor shall use its best efforts to recover any item which a customer may have inadvertently or unintentionally deposited in a container, and if located, shall relinquish possession and title to such customer. Notwithstanding anything in this Agreement to the contrary, title and liability for any hazardous waste or prohibited waste shall remain with the Customer and shall not pass to the Contractor or Summit County.

6.11 NOTICES. All notices or correspondence under this Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the second business day after the date of mailing.

To the County: Summit County Solid Waste Administrator, P.O. Box 128 Coalville, Utah 84017 435-336-3120 cblonquist@summitcounty.org

To the Contractor: 675 South Gladiola, Salt Lake City, Utah 84104

6.12 ANNUAL AUDIT. At least four times a year, the County shall verify the residential housing unit count for residential solid waste hauling service and recycling and the multifamily (frontload) solid waste hauling service and recycling services container volume by comparing the Contractor's invoiced service by category to the approved housing developments based on the most recent data provided by the County Assessor and new approved development provided by the Building Official. If a discrepancy of more than 1% is discovered in any service category (residential side load, residential front load, roll-off services), then a more complete audit will be conducted to determine the correct service volume for billing. After an audit, the County may adjust the number of residential units serviced and/or the container volume provided for

multifamily units.

6.13 DEDUCTIONS FROM PAYMENTS BY COUNTY. For each and every documented instance of non-performance of the Agreement, the sums designated shall be deducted from the payment of any invoice.

6.13.1 Failure to clean-up waste or recycling spills: \$100.00 per offense

6.13.2 Failure to resolve collection complaint within 24 hours: \$100.00 per offense

6.13.3 Failure to take disciplinary action against any employee due to any of the following substantiated offenses: use of loud, profane, vulgar or obscene language; soliciting gratuities for public services; refusal to collect or handle refuse as herein required; wanton or malicious damage of containers or receptacles; wanton or malicious scattering or spilling of refuse; failure to obey a justified request from a landfill employee; any other willful disregard of safety or sanitary requirements or any act constituting a public nuisance or disorderly conduct: \$1,000.00 per offense

6.13.4 Changing day of collection without notice to County and public: \$1,000.00 per offense

6.13.5 Starting route collection before 7 a.m. unless approved by County: \$1,000.00 per offense

6.13.6 Intoxication on the job: \$1,000.00 per offense

6.13.7 Failure to collect all waste or recyclables on the day of collection unless prior approval by County: \$1,000.00 per offense

6.14 DRUG FREE WORKPLACE. The Contractor agrees to maintain a drug-free workplace in compliance with the requirements of 45 CFR Part 76.

6.15 FAIR LABOR STANDARDS ACT. The Contractor agrees to comply with the Fair Labor Standards Act, including minimum wage, child labor limitations, and the overtime provisions of the Wage and Hour Division.

6.16 EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor agrees to comply with the Immigration and Naturalization requirement to maintain a signed copy of the I-9 Employment Eligibility Verification form for each employee.

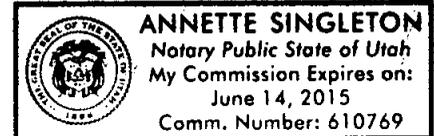


ARTICLE 7. SIGNATURES

[Signature]
County Manager 5-10-12

[Signature]
County Clerk

STATE OF UTAH)
:SS.
)



COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 10th day of May, 2012 by

[Signature]
Notary Public

Residing at: Summit County My commission expires JUNE 14, 2015
600 N. MAIN ST. COALVILLE, UT

[Signature] 5/9/12
Reece DeMille
General Manager

Allied Waste Services of North America, LLC
dba - Republic Services of Summit
Contractor County

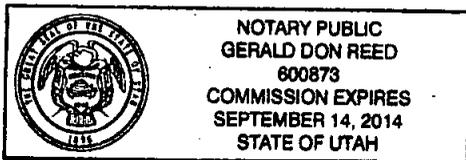
STATE OF UTAH)
:SS.
)

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 9th day of May, 2012 by

[Signature]
Notary Public

Residing at: Salt Lake City My commission expires Sept. 14, 2014





MANAGER'S REPORT – 3/31/2016

Submitted by: Anya Grahn
Subject: Historic Preservation Quarterly Update

The purpose of this report is to update and inform City Council of staff's current preservation efforts. Staff recommends Council review this report. Staff will follow up with a work session regarding our historic preservation priorities on April 14th.

Respectfully:

Anya Grahn, Planner II



City Council Staff Communication Report

Subject: Historic Preservation Quarterly Update
Author: Anya Grahn - Historic Preservation Planner
 Bruce Erickson, Planning Director
Department: Planning
Date: March 31, 2016
Type of Item: Staff Communications Report

Summary Recommendation

The following Staff Communications Report is to give City Council an update on staff's efforts regarding historic preservation.

Executive Summary

The purpose of this Staff Communications Report is to update and inform City Council of staff's current preservation efforts.

- CRSA has completed their intensive level survey (ILS) and is currently working on staff's revisions; CRSA has also successfully nominated two buildings to the National Register of Historic Places.
- Staff continues to work with the Building and Legal Department to address abatement challenges for our endangered historic buildings, and staff continues to work on developing a demolition by neglect ordinance.
- Staff is also working closely with Vail to support their efforts to meet the Conditions of Approval to Park City Mountain Resort's Conditional Use Permit, specifically the preservation of the mine sites.
- The Historic Preservation Board (HPB) has been busy processing Material Deconstruction applications, updating the Historic Sites Inventory, and making revisions to the Design Guidelines; and
- Staff has been conducting community outreach as part of the process of reviewing the Design Guidelines. This includes lunchtime work sessions with design, development and building professionals, open office hours, and a new [webpage](#).

Staff will be returning to City Council during work session on April 14th to discuss our prioritized list of Historic Preservation activities in greater detail.

Acronyms

CAD	Certificate of Appropriateness for Demolition
CRSA	Cooper Roberts Simonsen Associates, Inc.
CUP	Conditional Use Permit
HDC	Historic District Commission
HPB	Historic Preservation Board
HSI	Historic Sites Inventory
ILS	Intensive Level Survey

LMC	Land Management Code
NPS	National Park Service
PCMR	Park City Mountain Resort
RFP	Request for Proposals

Background

Staff has previously provided quarterly updates to City Council on the following dates:

<u>Date:</u>	<u>Item:</u>
10.8.15	Manager's Report
7.16.15	Historic Preservation Update- Work Session

Analysis

Historic Preservation Updates

1. Intensive Level Survey

- During the July 2015 work session, staff shared the results of CRSA's Intensive Level Survey (ILS) with City Council. CRSA has found that the City is not in danger of losing its National Register listing.
- Further, CRSA has also nominated two (2) buildings to the National Register of Historic Places—the Marsac School (City Hall) and the Carl Winter School (Park City Library). The Keeper of the National Register of Historic Places approved our nomination for the Marsac School following its 2008-2009 renovation in July 2015; the historic Park City High School was listed on the National Register in January 2016. Staff is currently commissioning a National Register interpretive plaque to be displayed in the Library; this will be unveiled during May, National Historic Preservation Month.
- CRSA is completing their final edits on the ILSs for the Main Street and residential historic buildings; these will be used to update the Historic Sites Inventory, as described later in this report.

2. Endangered Buildings & Abatement Challenges

- Since the July 30, 2015, work session with City Council, the Building and Planning Departments have created a list of properties suffering from demolition by neglect. The departments are collaborating to determine the most cost effective way to secure and stabilize these structures to prevent demolition by neglect from occurring.
- Staff proposed a demolition by neglect ordinance to the [Historic Preservation Board \(page 39 of packet\) on October 7th](#) and the [Planning Commission \(page 163 of packet\) on October 14th](#) as part of the Historic Site Inventory Pending Ordinance. Staff found that the demolition by neglect ordinance required greater attention, and the proposed LMC changes were delayed until after the pending ordinance was adopted on December 17, 2015.

3. Mine Sites

- Staff met with Sandra Morrison of the Park City Historical Society and Museum to develop a prioritized list of mine structures that needed immediate stabilization. The prioritization was based on the physical condition of the

structure, its historical integrity, and its historical significance in telling the Park City story.

- Staff added Conditions of Approval to Park City Mountain Resort's Conditional Use Permit (CUP) in 2015 that required the resort to identify and stabilize extant mining structures within its leasable area. Staff met with the [Planning Commission on March 23, 2016 \(page 17\)](#), to provide an update regarding Vail's progress on meeting their conditions of approval specified in their Conditional Use Permit.

4. Historic Preservation Board

A. Material Deconstruction Applications

On December 17, 2015, City Council approved Land Management Code amendments requiring the Historic Preservation Board to review and approve, approve with conditions, or deny all Applications of Material Deconstruction involving any buildings designated to the Historic Sites Inventory. Since January, the HPB has reviewed and approved three (3) material deconstruction applications. (Eleven material deconstruction reviews occurred between August and December under the pending ordinance.)

B. Historic Preservation Board Design Review

There has been discussions in the past regarding the Historic Preservation Board conducting Design Review. Staff will hold a work session with the HPB on April 6 to receive their input on the topic; we will then share this input with City Council during our next work session on April 14th.

C. Historic Sites Inventory (HSI) Updates

Starting in March 2015, staff has been reviewing updates to the HSI with the help of the Historic Preservation Board (HPB). Thus far, staff has nominated three (3) additional houses and two (2) accessory structures to the HSI. In addition, the HPB has reviewed three (3) DOSs based upon the amendments to the Code which broadened the definition of what is a significant structure. Only one of these, 569 Park Avenue, has been approved; the other two (2) applications were continued to the April 6th HPB meeting. Going forward, staff will continue to update the HSI based on CRSA's ILS results.

D. Design Guideline Revisions

- As a review of the Design Guidelines has not been conducted since their adoption in 2009, staff has proposed a rigorous schedule for reviewing the Design Guidelines with the HPB this year. Staff anticipates discussing the first set of revisions with City Council in Summer 2016.
- Staff has also begun holding lunchtime work sessions and office hours to engage the public in these Design Guideline revisions. The first of these workshops was held on March 16th; thirteen (13) professionals in the Design, Development, and Building Community attended the workshop. Staff has also developed a [webpage](#) in order to promote our work on the Design Guidelines.



MANAGER'S REPORT – 3/31/2016

Submitted by: Beth Bynan
Subject: Explore Proposed For-Hire License Requirement Changes

The following report will update the Council on the For-Hire License requirement changes.

Respectfully:

Beth Bynan, Business License Specialist



To: Honorable Mayor/Members of City Council
From: Beth Bynan, Business License Specialist

STAFF COMMUNICATIONS REPORT – March 31, 2016

Staff Communications Report

Examination of For-Hire Licensing Requirements

In May of 2015, the State of Utah passed a bill to regulate Transportation Network Companies (TNC) at the state level. This precluded the City from regulating or licensing any TNC or driver (*i.e.* UBER, Lyft, SideCar, etc.). This created some discord between Park City's For-Hire licensing requirements and the State of Utah's TNC licensing requirements. In effect, Park City was asking for higher insurance, extra inspections, and a stricter back ground check than the State of Utah was requiring of the TNCs. Finance went to Council in November, 2015, to make some slight changes to the Code describing For-Hire licensing. We came into closer alignment with the State of Utah and lowered the insurance requirement, eliminated the extra vehicle inspection and replaced the BCI background check in the place of the FBI background check in an effort to level the playing field for our local transportation companies.

A few members of the industry attended the November Council meeting and expressed some ideas that they would like to see explored. We held a stakeholder meeting on February 24, 2016, which had 24 industry professionals in attendance representing 20 different transportation companies. We also had 6 City staff members from various departments including, Finance, Code Enforcement, Public Safety and Legal on hand to answer questions and discuss ideas. There was no real consensus from the For Hire community.

However, of the suggestions made at the meeting, staff is supportive of the following:

- Use the City's legislative support network/partners, when an opportunity presents itself, to amend and/or change the TNC law (UC 13-51) to allow regulation by a municipality.
 - If another bill were presented to the Legislature that allowed for local regulation, we would mobilize Park City Municipal's legislative staff and support network in support.

The remainder of the suggestions Staff would not recommend were:

- Require vehicles to be 10 years old or newer
 - Prohibited by State Law 41-6a-208
- Require all drivers to have an airport badge
 - We have many drivers that do not go to the airport
 - TNC drivers are not required to have an airport badge
- Moratorium on Taxi Licensing 10 days prior to Sundance until the end of Sundance
 - We cannot justify, cannot arbitrarily refuse license applications
- Require Vehicle Inspection
 - This is duplicating efforts that is already regulated by the State to register a vehicle
- Deregulation
 - Reduce protection to the public (valid license, background checks, insurance, etc.)
- Limit number of stickers issued annually
 - Require extensive study to justify the franchise and number
 - No guarantee it would be a local company to receive the franchise (SLC)
- PCMC sponsor app for taxis
 - Not a part of our government structure/purpose
 - We would not be able to regulate the companies then listed in the app under current State law
- PCMC go above the State Law and enforce regulations on TNC drivers
 - Possibly lose State funding
 - Open ourselves up for lawsuits
 - PCMC is in no way exempt from State Law

In conclusion, staff does not recommend any changes to PCMC's For-Hire licensing requirements at this time, and will continue to monitor State and/or Legislative activities that impact the industry and our regulations. Therefore, staff is not suggesting bringing any further code amendments at this time regarding for hire vehicles, unless Council directs us otherwise.

If Council would like staff to bring this item back to City Council in a future work session, please let us know during the March 31 City Council meeting.



DATE: March 31, 2016

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the City Council meeting minutes for March 10, 2016 and March 11, 2016. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES
1255 PARK AVENUE
PARK CITY, UT 84060
SUMMIT COUNTY, UTAH

March 10, 2016

The Council of Park City, Summit County, Utah, met in open meeting on March 10, 2016, at 9:00 a.m. in the Community Room of the Park City Library.

Roll Call

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

Council Retreat Day Two:

Mayor Thomas opened the meeting. Phyllis Robinson was the facilitator for the day, and after reviewing today’s agenda, Jed Briggs presented a Strategic Plan Roadmap. This presentation led to a discussion on developing a complete community. Some features of a complete community included having complete representation for all people regardless of income, religion, occupations, etc.; complete families that remain in the community from generation to generation; and complete infrastructure, including roads, energy, wellness, water and transportation. The Council members gave suggestions for each of the areas, making them more comprehensive. Other areas were also discussed, including complete engagement-having citizen involvement; complete history-protecting the past; and complete design, which includes building to complement the neighborhoods or surrounding areas. Having complete amenities, a complete economy and a complete environment, including the energy priority, was discussed as well. The Council proposed creating a new area, having a complete region, which could include recreation, transportation and other regional concerns.

The Council discussed the possibility of creating a new mission statement. It was decided to discuss this topic further at a later point in the retreat.

1 The Council then presented their short-term and long-term goals for the City. Mayor
2 Thomas stated his goals for the next year were to focus on affordable housing, to create
3 incentives for building or remodeling super energy efficient homes, and having HOV/bus
4 lanes on SR224/SR248 to smooth out pinch points on those corridors. He also wanted
5 to focus on Latino community issues. His goals for 2017 were to have 80 units of
6 affordable housing, community awards for being “power smart”/conserving energy, and
7 constructing roundabouts and Bus Rapid Transit (BRT) lanes. His big goal was to
8 become a more complete community.

9
10 Council Member Henney indicated his goal for this coming year was for the City to get
11 to a path forward on land use, transportation, housing and energy that the Council,
12 community and staff could commit to. He felt having this path would create hope for the
13 community. This included listening to the community through community outreach. His
14 2017 goals would include implementation after setting this year’s goals, such as easing
15 congestion, build and fill housing, and pushing toward the energy goal timeframes. His
16 20 year goals were to have a new source of energy for the community and a new
17 transportation plan. His big goal was community connectivity using transportation.

18
19 Council Member Matsumoto stated her one and two year goals were keeping families in
20 the community, which included the affordable housing units that were currently
21 underway, and constructing more affordable housing, completing a new senior center
22 and acquiring open space in 2017. Her big goals included preserving a quaint old town,
23 constructing park and ride centers, having mass transit and more affordable housing. A
24 complete community would exist, and there would be windmills and solar panels.

25
26 Council Member Worel stated her goal for this year was affordable housing, but she
27 also set the goal to be an affordable community, which included transportation, daycare,
28 having access to behavioral health services, family activities, culturally competent City
29 services and having a living wage. She thought the City could work in partnerships to
30 make this happen. She hoped a plan could be implemented to energize, inform and
31 engage both primary and secondary homeowners with regard to the City’s vision and
32 goals. Her 2017 goal was to implement a plan for senior care and services. She also
33 wanted all services to be provided in Spanish. Her 20 year goals were for the City to be
34 recognized as a leader in energy conservation and to have a diverse economic base.
35 Her big goal was to host another Winter Olympics.

36
37 Council Member Gerber stated her goal for this year was to win the Georgetown Energy
38 Prize, and to discuss having long-term rentals, since so many rentals have become
39 nightly rentals. Her 2017 goal was to create a middle class/workforce support plan,
40 including housing, childcare and local economic development. She also hoped to
41 implement a multimodal transportation system, including BRT/Aerial to the resorts and
42 old town. Her five year plan was to double the percentage of affordable housing and
43 reach the City’s energy goal. Her 20 year goal was to be connected with nearby cities
44 via mass transit, and for Park City to be net zero in energy. Her big goal was to be a
45 leader in energy reduction as well as to be a leader in addressing social inequity.

1 Council Member Beerman stated his goals for the coming year were to combat
2 congestion and reduce carbon emissions, and to win the Georgetown Energy Prize. His
3 transportation goal would happen by completing the transportation plan, developing a
4 transportation funding plan, working with regional partners, etc. The Energy Prize would
5 happen by working with Summit Community Power Works, Summit County and
6 residents. His 2017 goals were to have a critical path to net zero by using a net zero
7 filter on all City decisions and projects, and securing a clean energy source. He also
8 wanted to acquire more open space. His 16 year goal was to be net zero as a
9 community, being fueled by clean renewable energy. He also wanted a community to be
10 proud of, which included having 50 % of housing as primary residences. He hoped the
11 community could be a socially, economically and ethnically diverse. His big goals were
12 to be a community where a car would not be needed, traffic and congestion would be
13 eliminated, growth would be contained, Park City would be a small town with two big
14 resorts, and it would be a multimodal community.

15
16 Mayor Thomas added that this year he hoped the City could work with non-profits to
17 address poverty and other social issues. The Council discussed the goals that were
18 presented.

19
20 The Council recessed for lunch. Upon reconvening, the Police Department had a
21 presentation for the Council on the department's vision and mission statements. They
22 created the acronym PAIR: Professionalism, Accountability, Integrity, and Respect.

23
24 After a short break, the Council continued its discussion on goals they had for the City,
25 including affordable housing, childcare, the living wage and family activities. It was
26 indicated that there were plenty of middle class jobs, but those employees could not
27 afford to live in Park City. It was suggested that affordable childcare should be a priority,
28 but competing with the free market was a concern. A first step would be to look for
29 support from non-profits in providing childcare. It was also requested to follow up with
30 Bob Edmondson with his thoughts on community centers. Council Member Henney
31 thought the PC Tots and school programs could be studied and then reevaluated at a
32 later point.

33
34 Council Member Henney indicated that business affordability was an issue for the City
35 as well, noting that two 30 year businesses were leaving because the rents were too
36 high. After some discussion, the Council felt it was worthwhile to create a land use code
37 prohibiting dark spaces that were only being used as event spaces a few times a year.
38 Council Member Beerman also suggested limiting chain stores. Another direction by
39 Council was to look at having a rec center on Lower Park Avenue.

40
41 The three critical priorities were discussed. Council Member Worel didn't see how these
42 goals would be realized without engagement from the community. It was decided to
43 eliminate numbering the critical, top and high priorities since they were all important to
44 the Council. Renaming the "Council Priorities" to something more community based was
45 deliberated.

46

1 After a short break, Jed Briggs, Budget Manager, led a presentation on the Strategic
2 Plan. He had changed the name of one of the plan's priorities from a "World-Class
3 Multi-Seasonal Resort Destination" to several options naming the goal as a resort
4 community. The majority of the Council was in favor of naming it a "Thriving Mountain
5 Community." The next goal name change was from being a "Responsive, Cutting Edge
6 and Effective Government" to "Engaged and Effective Government and Involved
7 Citizenry." They also asked that the "Inclusive Community" goal be changed to
8 "Complete Community." It was decided that the "World-Class Multi-Seasonal Resort
9 Destination" would be the first bullet point under the "Thriving Mountain Community"
10 goal.

11
12 Briggs reviewed the Council members' responses to a priority survey they had taken
13 recently. He stressed that prioritizing goals would help staff determine where to focus
14 the budget for the next year. He received direction to move Storm Water to the Water
15 Quality Essential Desired Outcomes

16
17 **Consideration of Continuing an Ordinance Approving the First Amended**
18 **Sunnyside Subdivision, Lot 10 Plat Amendment, located at 615 Mellow Mountain**
19 **Road, Park City, Utah.**

20 Mayor Thomas opened the public hearing for this item. No comments were given.
21 Mayor Thomas closed the public hearing portion of the meeting.

22
23 Council Member Matsumoto moved to continue an ordinance approving the First
24 Amended Sunnyside Subdivision, Lot 10 Plat Amendment, located at 615 Mellow
25 Mountain Road, Park City, Utah. Council Member Gerber seconded the motion.

26
27 Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

28
29 Mayor Thomas asked for bullet points on items discussed today that he could address
30 on the radio tomorrow morning. He stated he would talk about being a complete
31 community, childcare partnering, possible sites for childcare facilities, affordable
32 housing, local businesses remaining in the community, flip chart goals, and being a
33 thriving mountain community. It was suggested that Mayor Thomas speak on the
34 progress the City had made over the past year towards reaching these goals that had
35 been discussed today.

36
37 With no further business, the meeting was adjourned.

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41

Michelle Kellogg, Park City Recorder



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**PARK CITY COUNCIL MEETING MINUTES
1255 PARK AVENUE
PARK CITY, UT 84060
SUMMIT COUNTY, UTAH**

March 11, 2016

The Council of Park City, Summit County, Utah, met in open meeting on March 11, 2016, at 9:00 a.m. in the Community Room of the Park City Library.

Roll Call

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

Council Retreat Day Three:

Mayor Thomas opened the meeting. He turned the time over to Phyllis Robinson for a team building game.

Jed Briggs, Budget Manager, displayed his notes from his presentation on a complete community and the strategic plan, and indicated he would return with a summary at a future Council meeting. The Council members made amendments to the notes Briggs displayed from yesterday's discussion.

Briggs passed out the Critical, Top and High Priorities, without rankings, and the Council discussed each of the priorities. Foster stated that the Council received monthly updates on the Critical Priorities and quarterly updates on the Top Priorities. High Priorities were presented in Council twice a year. In talking about childcare, Foster stated the feedback she received from yesterday was to watch and see what the non-profits and schools were doing in this regard. Council Member Matsumoto thought childcare could be reviewed in six months to weigh the progress of the current programs. More discussion ensued on the housing, childcare and multi-cultural citizen involvement problems in the community. Having Affordability – economic opportunities,

1 childcare, seniors, public-private partnerships and accessible transportation, was added
2 as a Top Priority. Increasing Green Building Standards was also moved from being a
3 High Priority to combine with the Energy Critical Priority. The Council also agreed to
4 merge the High Priorities into the Top Priorities category, and it was indicated that they
5 would receive updates at least twice a year or more if needed.
6

7 After a short break, the Council discussed having a living wage. It was noted that the
8 City's average beginning wage was well above the minimum wage, and the livability
9 factor was linked to affordable housing. Foster indicated staff would bring back options
10 with regard to all the aspects listed under Affordability in the Top Priority section.
11

12 There was discussion regarding the priority, "Improve Multi-Cultural Citizen
13 Involvement." Foster indicated that in the next few months, these takeaways could be
14 discussed in work meetings. For the Top Priority of Historic Preservation, some new
15 goals were added: revising guidelines, expanding inventory, and historic properties
16 grant program. Foster indicated she would consult with Planning for other top goals in
17 this area.
18

19 Council Member Gerber felt recreation activities was a priority in this community and
20 wondered if it should be a Top Priority item. It was felt that this was covered under the
21 Open Space Priority.
22

23 Briggs asked if there were any priorities that should be added to the list. Council
24 Member Worel thought Arts and Culture should be added to the list. It was indicated
25 that there was many forms of events in the community, and this goal was being handled
26 on a committee level. Foster asked if the Council wanted to have dedicated staff for Arts
27 and Culture. Council Member Henney didn't think this item had reached a level that
28 would require a staff member. Council Member Gerber thought the non-profits did an
29 excellent job managing the arts and culture.
30

31 Council Member Beerman felt the City lagged behind in the technology area. From
32 transit to communications he felt the City could improve. Scott Robertson, IT Manager,
33 stated technology was changing at a rapid rate and the challenge was to keep up by
34 hiring those with the skills necessary to implement the improvements. After some
35 discussion, the majority of the Council was not in favor of adding this goal as a Top
36 Priority.
37

38 The Council went into recess for lunch. Upon reconvening, Jason Glidden,
39 Sustainability, gave a Myers-Briggs personality presentation.
40

41 The Council began a discussion on things that concerned them. Council Member
42 Beerman asked that staff reports submitted to the Council have a section that describes
43 how the topic relates to the General Plan. Council Member Worel indicated that the
44 Planning Commission staff reports have already incorporated that clause. Council
45 Member Beerman also suggested having staff limit staff reports to three pages, noting
46 that the purpose would be to write the report in a more concise manner, which would

1 save staff time as well as Council time. Foster stated she had discussed condensing the
2 staff reports with the department managers. There was some discussion on the difficulty
3 of viewing some of the packet at times. Another suggestion was for staff to refer to the
4 packet and to cut down on presentation time.

5
6 Council Member Beerman asked if the Council was interested in revisiting the General
7 Plan. Mayor Thomas felt that would be good, but requested that the Council look at that
8 next year. This year he hoped to focus on the Land Management Code. Further
9 discussion ensued over the focus of staff reports. The Council members agreed that the
10 General Plan should be referenced in reports. Council Member Beerman asked that the
11 Council read the General Plan and reference it when decisions were being made.

12
13 Mayor Thomas concluded the meeting and indicated it had been a very good use of
14 time.

15
16 With no further business, the meeting was adjourned.

17
18
19
20

Michelle Kellogg, Park City Recorder



DATE: March 31, 2016

TO HONORABLE MAYOR AND COUNCIL

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for improvements to Prospector Avenue. The Small Urban Fund program is a federal road funding program and is administered by Utah Department of Transportation (UDOT). Park City is considered a small urban community and thus qualifies for these funds. This Federal Aid Agreement outlines UDOT's and Park City's responsibilities for the use and management of these grant funds. Once this Federal Aid Agreement is approved, staff will then be able to hire a consultant to start the design of Prospector Avenue. Construction is anticipated for the summer of 2017.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: UDOT Federal Aid Agreement for the
Prospector Avenue Road Re-Construction Project

Author: Matthew Cassel, P.E., City Engineer

Department: Engineering

Date: March 31, 2016

Type of Item: Administrative

Summary Recommendation:

The Council should authorize the City Manager to sign the attached Utah Department of Transportation (UDOT) Federal Aid Agreement for the Prospector Avenue Project design and Construction Engineering Management (CEM) services and construction in an amount up to \$2,002,000, which will include City funds of \$72,616.

Executive Summary:

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for improvements to Prospector Avenue. The Small Urban Fund program is a Federal road funding program and is administered by Utah Department of Transportation (UDOT). Park City is considered a small urban community and thus qualifies for these funds. This Federal Aid Agreement outlines UDOT's and Park City's responsibilities for the use and management of these grant funds. Once this Federal Aid Agreement is approved, staff will then be able to hire a consultant to start the design of Prospector Avenue. Construction is anticipated for the summer of 2017.

Acronyms:

CEM – Construction Engineering Management
STP – Surface Transportation Program (Federal Program)
UDOT – Utah Department of Transportation

The Problem:

Prospector Avenue is less pedestrian friendly than other streets in the community and does not meet the City's desired "complete streets" standard. The lighting is not as energy efficient as other pedestrian lighting in the City. There are no bus pull outs on this street.

Background:

- Park City was awarded \$1,000,000 in Small Urban Fund grant money in 2009 for the reconstruction of Bonanza Drive,
- Another \$1,000,000 in Small Urban Funds was awarded to Park City for the Deer Valley Drive Phase 1 reconstruction road project,
- For the year 2016, Park City has been awarded another \$1,000,000 in Small Urban Fund grant money for the reconstruction of Prospector Avenue,

- The original grant application to the Small Urban Fund program was made in 12/2011 and Park City was awarded the grant money in early 2012 with the funds to be available in the fall of 2016,
- This grant money has a matching requirement where Park City is responsible to provide matching funds in the amount of 7.2% of the total Federal grant. In this case Park City is required to provide \$72,616 in matching funds.

Alternatives:

A. Approve the Request:

This alternative re-constructs Prospector Avenue so it is a complete street by de-emphasizing the auto and better emphasizing bike, pedestrians and transit uses.

Pros – Improvements to the function of the street so it better supports Prospector Square activities and improves pedestrian, bike and transit facilities.

Cons – Impacts to the local businesses during construction

B. Do Nothing:

Pros – The City’s funds allocated to this project could be used for other needs.

Cons – the City would forfeit \$1,000,000 in federal grant funds which have an extremely low matching fund amount of 7.2%.

Analysis:

The Prospector Avenue project will extend from Bonanza Drive to the bend in Gold Dust. If the funding is adequate, staff would prefer extending the design to Sidewinder Drive. The project’s design elements were developed during a February 26 internal City meeting in which Prospector Square was present and is proposed to include:

- Parallel parking,
- Reduction of lane widths to 12 feet,
- Eight (8) foot wide sidewalks on the north side of the street,
- 5 ½ feet wide sidewalks on the south side of the street,
- Update the lighting to LED and new fixtures,
- Roll curb and gutter instead of high back curb and gutter,
- A storm drain system,
- Fiber optic conduit,
- Four to five feet wide park strips on both sides of the street, and
- Bus pull-outs

Because this project will be administered by UDOT, the design and CEM consultants will be selected using UDOT’s selection process. The construction contractor will be selected through the UDOT bidding process.

The design of Prospector Avenue is anticipated to commence in late May with the design completed by mid-January 2017. With the design completed by mid-January the construction will commence by early May to take full advantage of the spring shoulder season.

STP funds do have time limits. Construction on this project must start by the close of the fifth fiscal year following the fiscal year in which the Federal Aid agreement is executed.

Department Review:

This report has been reviewed by City Manager, Budget, Sustainability, Public Works, Public Utilities and Legal. Even though staff has worked with Public Utilities on the storm water funding, they have indicated that they still have funding concerns. Staff will have these concerns resolved before the contract for design consultants is brought back to City Council in mid-June.

Funding Source:

The Council has approved funding for this project as follows: Capital Project cp0336 (Prospector Avenue Reconstruction) contains \$400,000 for the project. Additional monies in the amount of \$1,000,000 have been encumbered through UDOT's STP Small Urban Funds Program.

The storm water fund will provide funding for the storm system improvements in the amount of \$360,000. This storm water funding has been submitted to the CIP committee and will be part of the proposed CIP program for fiscal year 2017 and fiscal year 2018. Staff worked closely with Public Utilities to make sure the storm water funding was properly funded in the correct year.

Additional funds are being requested through the CIP program for fiscal year 2018 and fiscal year 2019 to help cover costs such as soils handling and other unknowns.

The Federal Aid agreement authorizes the project's maximum cost to be \$2,002,000. The actual cost of the project can be less as long as the City meets the matching fund requirement of \$72,616. In other words, the City will only pay for the actual cost for the project. The cost of the project includes the construction costs along with design, CEM and other soft costs.

Recommendation:

The Council should authorize the City Manager to sign the attached Utah Department of Transportation (UDOT) Federal Aid Agreement for the Prospector Avenue Project design and Construction Engineering Management (CEM) services and construction in an amount up to \$2,002,000.

Attachments:

Exhibit A – UDOT Federal Aid Agreement



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 2/16/2016
PM REQUEST DATE 2/16/2016

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC35(213) **PIN No.:** 10858

PIN Description: Prospector Ave, Park City **FINET Prog Code No.:** 53844

UDOT Project Manager	UDOT Contract Administrator
Peter S. Tang 2010 South 2760 West Salt Lake City, UT 84104 (801)910-2003 ptang@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Park City Municipal Corp 445 MARSAC AVE Park City, UT 84060 Matt Cassel, (435) 615-5075 MATT.CASSEL@PARKCITY.ORG

Project Value	\$2,002,000
Federal Match	\$1,000,000
Local Government Match	\$1,002,000
State Match	\$0

Please print **two** single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	2/16/2016
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	

State of Utah Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Park City Municipal Corp - Matt Cassel	Maximum Project Value Authorized \$2,002,000
PIN Number 10858 FINET Number 53844 FMIS Number F008498	Project Number F-LC35(213) PIN Description Prospector Ave, Park City	Agreement Number (Assigned By Comptrollers)
		Date Executed

This Agreement is entered into this ____ day of _____, 20____, by and between the Utah Department of Transportation ("UDOT") and **Park City Municipal Corp "Local Agency(ies)"**, a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of **Prospector Ave, Park City**, located at **Park City Municipal Corp** and identified as project number **F-LC35(213)**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2016 - 2019

Fund*	Prior	2016	2017	2018	2019	Total	Fed Aid	State	Other	Pct
LOCAL GOVT	\$0	\$929,384	\$0	\$0	\$0	\$929,384	\$0	\$0	\$929,384	100.00%
STP_SU_JHC	\$0	\$1,072,616	\$0	\$0	\$0	\$1,072,616	\$1,000,000	\$0	\$72,616	6.77%
Total:	\$0	\$2,002,000	\$0	\$0	\$0	\$2,002,000	\$1,000,000	\$0	\$1,002,000	50.05%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$2,002,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Matt Cassel at MATT.CASSEL@PARKCITY.ORG](mailto:Matt.Cassel@PARKCITY.ORG), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. Payments to contractors, consultants, utility companies, etc will be made from UDOT directly to those entities instead of the funds passing through the Local Agency.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the project end date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. Local Agency agrees to hold harmless, defend and indemnify the State of Utah, UDOT, its employees and agents (Indemnitees) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of this Project. This clause is intended to include but not be limited to: Indemnitees own negligence unless arising out of Indemnitee's sole negligence, and any failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from this Project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Project does not relieve the Local Agency of its Project duties, including its duty to indemnify, or its duty to ensure compliance with applicable standards.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual. The Local Agency shall use the right of way module in ePM for acquisitions. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following:
<http://www.udot.utah.gov/main/f?p=100:pg::::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties

5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on March 16, 2015.

LOCAL AGENCY

By _____

Date _____

Park City Municipal Corp Official
Mr Matt Cassel

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



DATE: March 31, 2016

TO HONORABLE MAYOR AND COUNCIL

In March of 2014, the City entered into a City Services Agreement with Park Silly Sunday Market. As required by the agreement, Park Silly Sunday Market returns to review supplemental changes for approval prior to the start of each Park Silly Sunday Market season.

Respectfully:

Jennifer Diersen,

City Council Staff Report

Subject: Park Silly Sunday Market – 2016 Supplemental Plan
Author: Jenny Diersen
Department: Sustainability – Special Events
Date: Thursday, March 31, 2016
Type of Item: Administrative

Summary Recommendation:

Staff recommends that the Park City Council approves the Supplemental Plan for the 2016 Park Silly Sunday Market based on findings that they are operating consistently with the City Services Agreement and the Level Three Special Event Permit, as entered into on March 11, 2014.

Executive Summary:

In March of 2014, the City entered into three year City Services Agreement with Park Silly Sunday Market. As part of the City Service Contract, PSSM must present a complete supplemental plan to City Council annually, which articulates the details of the operation of the Market. The 2016 PSSM season is the last year of the current City Services Agreement. Staff is supportive and recommends approval of each amendment for the 2016 season.

Acronyms in this Report:

PCMC/City – Park City Municipal Corporation
PSSM/Market – Park Silly Sunday Market
HPCA – Historic Park City Alliance

Background

On March 11, 2014 Park City Municipal Corporation (PCMC) and the Park Silly Sunday Market (PSSM) entered into a City Service Agreement for provision of financial assistance and costs and amount of City Services in return for holding the Park Silly Sunday Market on Main Street. As part of the City Service Contract, PSSM must present a complete supplemental plan to City Council annually, which articulates the details of the operation of the Market. The 2016 PSSM season is the last year of the current City Services Agreement. Staff is supportive and recommends approval of each amendment for the 2016 season.

A summary of amendments that will carry forward from the 2015 PSSM are as follows:

HPCA Vendor Requests

Deadline of May 1, 2016, for all HPCA requests. Any unfilled dates for June that are not reserved by the HPCA May 1 deadline, will be opened to be filled by other at-large vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2016.

HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled HPCA member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.

Parking

The Parking Plan will include creation of two temporary residential parking zones on the West side of the street between 923-959 Park Avenue and from the Library entrance to 13th Street. Special Events and Parking Services Department will continue to work together to compile

Main Street Parking Counts each Sunday at 10 a.m., 1 p.m. and 4 p.m. Exhibit G– 2016 PSSM Parking Map

A summary of proposed new amendments for the 2016 year are as follows:

City Service Fees & Municipal Funds

Estimated fee waivers for 2016 are \$73,083.70, which is an \$80.00 increase from last year based solely on the Level Three (3) Special Event Permit Application Fee. At this time, staff does not anticipate any other additional changes to City Service Fees. Staff will continue to report any adjustment in the anticipated fees when they return for the required mid-season and end of season review. Additionally, as in recent years, cash payment for the season will be in the amount of forty thousand dollars (\$40,000.00).

Hours

The Park Silly Sunday Market will operate for fourteen (14) Sundays. The 2016 Market will run from June 5th through September 18th from 10:00 a.m. to 5:00 p.m. The Park Silly Sunday Market is requesting to extend the close of the last date by one hour on September 18, 2016 for Silly Fest. The Park Silly Sunday Market is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m. The Market will not operate on August 7th due to the Tour of Utah, or August 14th due to the Park City Kimball Arts Festival.

Site Plan

Park Silly Sunday Market has been meeting with staff to understand site plan variations with the opening of a new property that is adjacent to 9th Street (820 Park, the Rio Grande) and understand construction timelines for both City and private projects.

- PSSM has worked with staff and the Building Department to coordinate site plan changes due to the opening of a new property, the Rio Grande at 820 Park Avenue, that is adjacent to 9th Street. PSSM has made small changes to the site plan to allow access (ingress and egress) to the private parking garage in coordination with the property owner. The property owner has stated that the garage will not be open for general parking, as the garage is only for the residents. PSSM has moved the climbing wall to the north side of 9th street, as in previous years it was located on the south side of 9th street.
- PSSM and staff will continue to work and address site plan variations due to private and City construction to ensure smooth flow of traffic and transportation around the venue, as well as, safety of event participants along with the ease of access to residents in the PSSM Use Area.
- PSSM is aware that the Miners Park may be under construction this summer. They are requesting to keep it within the market footprint, so that if the site is completed before the end of the 2016 Market season they can work to program the space to help draw attendees to upper Main Street.
- The 2016 Market Use Area and Site Plan is attached as Exhibit C.

Parking

In an effort to increase coordination, Park Silly Sunday Market has required their vendors to submit license plate numbers to the Parking Services staff to help identify vendors who are parked outside of the designated vendor parking areas. PSSM will submit an updated vendor plate numbers to the Parking Services Department each Sunday no later than 10 a.m.

Vendor Mix

PSSM shall have a decrease Import Vendors by two (2) as a measure of success in 2016. At any given market, PSSM shall not allow more than 6 Import Vendors per market.

Event Coordination

A summary of events that occur on the same day as Park Silly Sunday Market 2016 Season is below. Staff does not have any concerns with these events occurring simultaneously. Staff will continue to work with organizers of both PSSM and the events as outlined below to ensure traffic and transportation plans run smoothly, as well as, that the organizer of each event is coordinating mitigations to impacts they cause. PSSM continues to be willing to work with the organizers of Walk A Mile In Her Shoes, Autumn Aloft and Tour De Suds to coordinate event logistics:

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 12	Ski Town Lacrosse Shoot Out	Quinn's Junction & N40/ Treasure Mtn	8am – 8pm	2,200
September 11	Walk A Mile In Her Shoes	City Park	8 a.m. to noon	250
September 18	Autumn Aloft	Main Street, N40	7 a.m. to noon	2,500
September 18	Tour De Suds	City Park	9 a.m. to noon	250

Staff anticipates that there may be additional concerts scheduled at Deer Valley for the Big Stars Bright Nights Concert Series on evenings after PSSM has ended. We will report these dates, as well as, any other events that are not currently known during the mid-season and end of season reviews.

Additionally, staff is working with PSSM and has provided a list of events that occur both before and after each market, as to help understand impacts and coordination needs for set-up and break-down of all events, and impacts to the overall event calendar. At this time, staff with working with PSSM to understand the coordination and logistics during large event weekends such as Fourth of July, Miners Day and Triple Crown weekends.

Analysis:

The Supplemental Plan is to be presented and approved by the Park City Council by the last Thursday meeting in March of each year. In 2016, this is March 31, 2016. All operational, financial, and collaborative requirements within the City Services Agreement between Park City Municipal Corporation and Park Silly Sunday Market are currently being executed with no foreseen negative concerns or impacts. Staff will continue to monitor the operations of the market to ensure that all Measures of Success continue to be met. An 'end of year summary' of the 2015 market is included as Exhibit I.

Operational Information & Market Use Area/Site Map

Park Silly Sunday Market will operate their 2016 season on Main Street between Heber Avenue and 9th Street and on 5th Street from Main Street to Swede Alley. The 9th Street/Coalition Park shall not be included as part of the event. The 2016 Market Use Area is included as Exhibit C

The Market Use Area remains the same as compared to last year. However, PSSM has been working to coordinate access for residents who will live at the Rio Grande 820 Park Residential Development. Additionally, PSSM has kept Miners Park on their site plan as a possible use area, but acknowledges

that the site could go under construction this year and during that time they would not be allowed to program the space. Lastly, PSSM has not included the fire and ems locations on the site map, and will work with the Fire Marshall, and Public Safety Personnel regarding placement of staff and equipment, but anticipates that Fire and EMS will be staged on 7th Street. PSSM has also submitted an Emergency Operations Plan which is being coordinated with Park City Police, Emergency Management and Park City Fire.

Attendance

In 2015, the Market reported a total season attendance of 188,000 in 2015, with an average of 13,471 per weekend. The Park Silly Sunday Market estimates overall attendance in 2016 will be 200,000. Staff agrees with the reported attendance in 2015 and the anticipated estimated for the 2016 season.

Since 2011, Market, attendance has grown by 55%. If the Market reaches an attendance of 200,000 people this season, that will equate to a 65% increase in Market attendance within five (5) years. Staff is working address the challenges and opportunities created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City. Staff will continue to address these challenges and opportunities in both the mid-season and end-of-season reports.

Dates

The Season will commence on Sunday, June 5 and will end after Sunday, September 18, 2016.

Exceptions:

- a. The Park Silly Sunday Market will not be held on Sunday, August 7, 2016 in order to accommodate the Tour of Utah, Final Stage. Lower Main Street will be utilized for the Final Stage of the Tour of Utah, consistent with allowances in Section B.2.2.2, the Park Silly Sunday Market has declined in writing to host the Market on Sunday, August 7, 2016.
- b. The Park Silly Sunday Market will not be held on Sunday, August 14, 2016 in order to for the Annual Park City Kimball Arts Festival.

Hours

The Park Silly Sunday Market will operate from 10:00 a.m. to 5:00 p.m. Set up is to begin no earlier than 6:00 a.m. and the street will be cleared and available for parking no later than 8:00 p.m. on each market day.

Exception:

- a. The Park Silly Sunday Market is requesting to extend the close of market by one hour on September 18, 2016 for Silly Fest. The Park Silly Sunday Market is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m. Park Silly Sunday Market is asking for this extension of hours which is consistent with allowances in Section B.2.2.3, in which Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday Weekends and Silly Fest).

Parking & Transportation

Park Silly Sunday Market has been working with Staff to develop Transportation and Parking mitigation for the 2016 season.

Supplemental Public Parking

Park Silly Sunday Market has once again secured permission from Park City School District to use the School District Parking Lots on Hwy 248/Kearns Blvd as supplemental parking to the Market. The event can rely on existing transit routes to serve this lot. Transit is supportive of this approach.

Vendor & PSSM Parking

Park Silly Sunday Market will continue to have the non-exclusive use of upper and lower Sand Ridge Parking Lots, as well as the top level of China Bridge Parking Structure for Vendors and staff. In an effort to increase coordination, Park Silly Sunday Market has required their vendors to submit license plate numbers to the Parking Services staff to help identify vendors who are parked outside of the designated vendor parking locations as stated above. Additionally, PSSM is requesting to use four (4) parking spaces in the Mawhinney Lot at City Park for their box trucks. This request is due to the loss of the use of the 820 Park Rio Grande Lot.

Park Avenue/ Residential Parking

At the beginning of the 2015 market season, Staff worked to notify residents on Park Avenue of parking restrictions and residential zones during the summer event season, which includes the addition of residential zones on Sundays during the PSSM season. Residents have expressed concerns regarding inability to find parking during the Market, that they cannot safely get out of their drive way due to line of sight. Due to this, the Parking Services Department will continue to maintain two (2), temporary, residential only parking zones on the west side of the street between 923-959 on Park Avenue and from the Library entrance to 13th Street in order to mitigate the residential concerns. Outside of these areas, Park Avenue will remain a 2 hour parking zone. Special Events and Parking Services staff will work to remind residents on Park Avenue of the parking regulations in this area prior to the beginning of the 2016 market season.

Staff is continuing work to find solutions to notify part-time renters and visitors in this area, as in past seasons, staff found that these groups did not always receive the information from property owners.

Parking Counts

The Parking Services Department will continue to work with the Special Events Department to conduct Main Street and surrounding Area parking lot counts at 10:00 a.m., 1:00 p.m. and 5:00 p.m. during each market date. The 2016 Market Parking Map is attached as Exhibit G, and the 2015 parking count chart is attached as Exhibit H

Road Closure Coordination

Park Silly Sunday Market and Staff will work together to close and reopen Main Street during each market. PSSM works to notify the community of road closure times through radio, newspaper and email outreach. Staff and Park City Police work with PSSM to coordinate removal of vehicles if they are left on lower Main Street. Park City Police Department does their best to try to contact the owner of vehicles if they are left on the street to have them removed by owner before calling to tow vehicles. In addition, Staff and Park City Police work with PSSM to ensure vendor load in and load out moves smoothly. Park City police arrive at 8 a.m. and stay until 6 p.m. The goal of the coordination is to ensure that vendor queuing does not create traffic impacts on the roads around the PSSM site plan.

Staff will continue to work with PSSM to identify high traffic weekends ahead of time (such as 4th of July and Miners Day). PSSM will utilize two (2) of City variable message boards each Sunday of the Market to coordinate parking and transportation notices, which will help to push people to utilize free parking and City Transit Service at the High School. Staff shall work with PSSM and the Transportation Department to obtain the required UDOT approvals.

Measures of Success – 2016 Review

As per the contracted provisions for the 2016 season, Park City must find that Park Silly Sunday Market has satisfactorily completed the 'Measures of Success' for the previous year contracted. Staff feels that a well-organized plan has been created to address all 'Measures of Success' moving forward. The 2016 Measures of Success have been included as Exhibit B.

Vendor Mix (allowed per week maximum)

PSSM regulates their vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street Businesses. As outlined in the requirements of the City Services Agreement, the 2016 vendor mix is as follows and is attached as Exhibit F:

- Importers – 6
 - This number has decreased by two (2) from the 2015 market season.
 - This change will allow the Market to focus on ensuring that vendors are increasingly displaying local products and businesses. Furthermore, Staff believes this change can be met, as in 2015, there was only one of fourteen markets where the importer maximum occurred.
- Jewelers – 12
 - The number of jewelers remains the same as in 2015.
 - Two (2) members of HPCA took part in the jewelry vendor jury.
 - The continued involvement of HPCA in the jewelry vendor jury allows merchants on Main Street to participate in the selection of jewelers, which allows for a diverse, non-conflicting, offering of jewelry at both the Market and Main Street businesses.
- On-site Food Vendors & Snack Food Vendors – 12
 - The number of Food & Snack Food Vendors remains the same as in 2015.
 - HPCA is to have the first right of refusal on three (3) types of food vendors (Onsite, Gourmet, Snack).
 - Park City Restaurant Association is to have the second right of refusal.
 - The inclusion of HPCA and the Restaurant Association involvement in participation of Food Vendors, allows for the Market to ensure that vendors are highlight local businesses and foods, while continuing to create a diverse offering to market attendees.

Zero Waste

In 2015, PSSM's zero waste efforts generated 14,380 pounds of compost, co-mingled recyclables and glass, as compared to 2,760 pounds of waste to the landfill. PSSM will report zero waste statistics weekly to Staff, who will compile a total amount of zero waste statistics at the mid-season and end of season reports.

In 2014, zero wastes statistics were reported in measurement units 'by bag'. In 2015, zero waste statistics were reported in measurement units 'by pound'. To receive accurate, comparable statistics on zero waste efforts of the market, these statistics will be reported by pounds moving forward.

Working Group

In accordance with section D.9.8, to the City Services Contract, Park Silly Sunday Market is required to conduct a Working Group three times during the Market season, which will include (a) two (2) HPCA Representatives, (b) two (2) Park Silly Market Representatives, and (c) two (2) members of the Park City Council. PSSM has selected an additional date in September to allow the working group to experience the importance of their sustainable efforts, and is including the End of Season Debrief to ensure that all parties can participate in offering feedback for the PSSM.

Staff believes the working group meetings are important and work well, as they allow Market staff, City Staff, Council Representatives and HPCA time to experience the market, increase

communications and transparency, and address challenges and solutions. PSSM is working with HPCA to identify two (2) HPCA representatives. Staff asks Council to appoint two (2) Park City Council Representatives for the Working Group for the 2016 Season, as part of the Supplemental Plan approval.

Dates are proposed as follows, times to be varied as to experience the start, mid-day and end of the market:

- | | |
|-----------------------------|--|
| 1: June 12; 11:00 a.m. | Walk-through, Main Street |
| 2: July 17; 3:00 p.m. | Walk-through, Main Street |
| 3: August 21; 11:00 a.m. | Walk-through, Main Street |
| 4: September 13; TBD | Sustainable Efforts – Compost to the pigs in Kamas |
| 5: September 21; 10:30 a.m. | End of Season Debrief, PSSM Office |

Park Silly Sunday Market Service Obligations

Park Silly Sunday Market has been working in accordance with section D.9.3 of the City Services Contract, and agrees to provide the HPCA with access to vendor space.

- a. *One 10 x 10 vendor booth space with full set up for HPCA member use each week.*
- b. *Space in the PSSM Information kiosk/table for HPCA outreach, coupons, information, etc...*
- c. *Deadline of April 1st for all HPCA requests.*

As in 2015, staff requests to continue the amendments to the HPCA Vendor agreement this year, and received documented correspondence between PSSM and HPCA for the following recommended changes:

- c. *Deadline of May 1, 2016 for all HPCA requests. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2016.*
- d. *HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.*

Marketing

Park Silly Sunday Market has included a Sponsorship and Marketing plan for the 2016 season (Exhibit E) in accordance with the City Services Agreement. In addition, Park Silly Sunday Market continues to work jointly the City, Chamber and HPCA on promoting Park City, Utah.

Park Silly Sunday Market continues to work with local and non-profit businesses during the market season to promote community businesses and organizations. Last year, PSSM waived vendor booth fees and set up costs for local Featured Artists, Featured Chefs, Summit County Artists (PCPAA), Historic Main Street Alliance (HPCA) business owners, local non-profit and sustainable issues organizations as well as farmers that attended the market. In 2015, a total of 342 booths qualified for PSSM waived vendor booth fees. These programs represent a total value of \$51,000 of free space provided to our community (avg. \$150 per booth per Sunday).

Department Coordination

Park Silly Sunday Market has worked with Staff to set meetings with Public Safety as well as Parks and Maintenance to ensure that operations with regards to both aspects remain well coordinated. At this time, Staff does not anticipate any changes to the Public Safety or Parks & Maintenance logistics.

Park Silly Sunday Market and Staff have been working to discuss both City and Private construction mitigations to ensure that the proposed site plan does not have any conflicts with PSSM. Additionally,

Staff has provided PSSM with a list of other permitted events before, on and after their requested dates as to increase coordination efforts between PSSM and the City.

Financial Consideration & City Services

Approval of the Supplemental Plan for 2016 will allow Park Silly Sunday Market to access contracted municipal funds for the 2016 season. The City Service Agreement includes the following:

- a. Cash payment for the contracted period December 2, 2015 through December 1, 2016 will be as follows:
 - i. \$40,000.00 will be for Operations, Expanded Activities, Marketing, Media, Cross Promotions and Public Relations as defined in section D.9.4.
- b. Annual fee waivers, based on a combination of the following:
 - i. Fee Waivers – 2015 fees estimated at \$42,000.00 (not including the waiver of parking use fees).
- c. Pursuant to Section E. 10.1, Park City agrees that this agreement and all Park City’s Obligations and contributions shall be included in the City Manager’s Recommended Budget delivered to the City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. Payment shall be made within 15 days of the Supplemental Plan approval. No payments shall be made prior to approval of the Supplemental Plan.

Based on the Level Three Special Event Permit and City Services Agreement between PCMC and PSSM and sections C.6.6.1 and Section E.10, staff reported the actual estimated fee estimates and waivers in 2015 (including the waiver of parking use fees) as the chart below indicates.

Estimated fee waivers for 2016 are \$73,083.70. The increase in fee from the actual fees in 2016 is due to a difference of \$80.00 for a Level 3 Special Event Permit Application Fee. At this time, staff does not anticipate any additional changes to City Service Fees. Staff will continue to report any adjustment in the anticipated fees when they return for the required mid-season and end of season review. Additionally cash payment for the 2016 season will be \$40,000.00 for items as indicated in the statement above.

Departments	Estimated Item 2015	Estimate Fees 2015	Actual Item 2015	Actual Fees 2015	Estimated Item 2016	Estimate Fees 2016
Parking Department	Parking spaces for 14 days	\$22,050.00	Parking spaces for 14 days	\$22,050.00	Parking spaces for 14 days	\$22,050.00
Streets Department	30 Hours	\$3,600.00	NA	00.00	NA	00.00
Police Department	480 Hours	\$36,000.00	520 Hours	\$39,000.00	520 Hours	\$39,000.00
Transit Department	15 Hours	\$2,250.00	15 Hours	\$2,250.00	15 Hours	\$2,250.00
Parks Department	Banner installation	\$648.70	Banner installation	\$648.70	Banner installation	\$648.70
Building Department	Inspections and permits	\$3,375.00	Inspections and permits	\$3,375.00	Inspections and permits	\$3,375.00
Application	Annual	\$80.00	Annual	\$80.00	Annual	\$160.00

Fee	Permit Fee		Permit Fee		Permit Fee	
VMS Signs & Barricades	2 VMS/ Electronic Signs	\$4,536.00	2 VMS/ Electronic Signs	\$5,600.00	2 VMS/ Electronic Signs	\$5,600.00
Total Fees	2015 fee estimate	\$72,539.70	2015 Actual	\$73,003.70	2016 Fee Estimate	73,083.70

Department Review:

Building, Police, Parking, Sustainability, Transportation, Legal and Executive Departments have reviewed the proposal and comments have been incorporated into the report. Staff will work with the Building and Finance Department to obtain all necessary permits and approvals.

Funding Source:

Funding for the Park Silly Market comes from the Transportation and Parking Fund from income generated through the paid parking meter program.

Recommendation:

A. Approve:

This is staff's recommendation. In accordance with Findings, Conclusions and Conditions of Approval, Staff recommends that the Park City Council approves the Supplemental Plan for the 2016 Park Silly Sunday Market based on findings that they are operating consistently with the City Services Agreement and the Level Three Special Event Permit, as entered into on March 11, 2014. Additionally, staff requests that the City Council appoint two (2) Council Liaisons to the Working Group for the 2016 season. Staff will be returning for the mid-season and end of season report at a later date as required by the City Services Agreement. A summary of the supplemental plan are summarized as follows:

- PSSM will operate for fourteen (14) Sundays, June 5th through September 18th. PSSM will not be held on August 7 or August 14th due to other events that are scheduled.
- PSSM is requesting to extend the close of the Market by one hour on September 18, 2016 for Silly Fest. PSSM is requesting to have a stage with a band and beer garden that will remain open until 6:00 p.m. on this date. Clearing and reopening of Main Street will happen no later than 8:00 p.m.
- Estimated fee waivers for City Services in 2016 are \$73,083.70. The increase in fee waiver as compared to 2015 fees is due solely to a change in the Special Event Permit Level Three fee. Additionally, the approval of the supplemental plan allows PSSM to access contracted municipal funds in the amount of \$40,000.00 for the 2016 season.
- PSSM will provide vendor license plate numbers to the Parking Services Department no later than 10:00 a.m. during each Sunday. This is to help ensure that vendors are parking in vendor parking areas.
- PSSM shall report zero waste statistics in pounds for the 2016 season as to allow for comparison to the previous year.
- PSSM shall have a decrease Import Vendors by two (2) as a measure of success in 2016. At any given market, PSSM shall not allow more than 6 Import Vendors per market.
- PSSM shall have non-exclusive use of the upper and lower Sand Ridge Parking Lots, as well as the Top of China Bridge for Vendor Parking. In addition, PSSM shall be permitted to utilize four (4) parking spaces in the Mawhinney Lot at City Park for up to four (4) PSSM Box Trucks. During times when the Mawhinney Lot is closed or in use by another event, such as Miners Day, PSSM shall work with Staff to find other possible locations for these four parking spaces.

- PSSM estimates overall attendance in 2016 will be 200,000. PSSM shall work with Staff to address the challenges and opportunities created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
- PSSM use area remains the same as in years past, however, PSSM has been working to coordinate access for residents who will live at the Rio Grande 820 Park Residential Development. Additionally, PSSM has kept Miners Park on their site plan as a possible use area, but acknowledges that the site could go under construction this year and during that time they would not be allowed to program the space.
- PSSM has not included the fire and ems locations on the site map, and will work with the Fire Marshall, and Public Safety Personnel regarding placement of staff and equipment, but anticipates that Fire and EMS will be staged on 7th Street. PSSM has also submitted an Emergency Operations Plan which is being coordinated with Park City Police, Emergency Management and Park City Fire.
- PSSM shall have a deadline of May 1, 2016 for all HPCA vendor requests as pertains to the Vendor Mix requirements. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2016. HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.

Alternatives:

B. Deny:

Deny that Park Silly Sunday Market is operating consistently with their City Services Agreement and therefore deny the Level Three Special Event Permit and Supplemental Plan for the 2016 season. This would prevent the Park Silly Sunday Market from occurring.

C. Modify:

Modify the parameters of the Park Silly Sunday Market and the City Services Agreement, Level Three Special Event Permit and 2016 Supplemental Plan. This would change the operations of the event and staff would work with both the Park Silly Sunday Market and City Departments to coordinate implementation the modifications.

D. Continue the Item:

The City Council may continue the public hearing for more information or discussion, thus postponing the approval of the 2016 Supplemental Plan, City Service Agreement and Level Three Special Event Permit. Staff would request to confirm the items to follow up on.

E. Do Nothing:

The Council may do nothing and take no action. The Level Three Special Event Permit, 2016 Supplemental Plan and City Services Agreement would not be approved for the 2016 Park Silly Sunday Market Season. Staff would have no direction with regards to how to proceed with the 2016 Park Silly Sunday Market season.

Consequences of not taking the recommended action:

The Level Three Special Event Permit and City Services Agreement would not be approved as conditioned and described for the 2016 Park Silly Sunday Market Season.

Attachments:

Exhibit A – 2016 Park Silly Sunday Market Level Three Special Event Permit Findings, Conclusions and Conditions of Approval

Exhibit B – 2016 PSSM Preseason Summary Measures of Success

Exhibit C –2016 PSSM Use Area Site Plan

Exhibit D –2016 PSSM Sign Plan

Exhibit E – 2016 PSSM Sponsorship/Marketing Plan

Exhibit F – 2016 PSSM Vendor Types Definition & Vendor Mix

Exhibit G – 2016 PSSM Parking Map

Exhibit H – 2015 PSSM Parking Count Chart

Exhibit I –2015 PSSM Year End Summary Measures of Success



Exhibit A – PSSM Level Three Special Event Permit

SPECIAL EVENT PERMIT

Type of License: Level One Level Two X Level Three
Event Name: 2016 Park Silly Sunday Market
Event Date(s): Sundays June 5th through September 18th, 2016
 No Market on August 7th or August 14th
 10:00 a.m. to 5:00 p.m.
Event Location: Lower Main Street, 5th Street
Licensee: Park Silly Sunday Market
Contact Person: Kate McChesney, Executive Director Park Silly Sunday Market
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: March 31, 2016

The Park City Council has approved the Level Three Special Event Permit for the Park Silly Sunday Market as part of the current City Services Agreement that was executed on March 11, 2014. The Park Silly Sunday Market is to be held on Lower Main Street (from Heber Avenue to 9th Street) and on 5th Street, on Sundays June 5th through September 18th from 10:00 to 5:00 p.m. The market will not be held on August 7th or August 14th to accommodate other events. This Level Three Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4-8-4(C) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Park Silly Sunday Market will operate during the following 2016 dates:
Sundays, June 5th through September 18th from 10:00 a.m. to 5:00 p.m.
The market will not be held on August 7th or August 14th to accommodate other events.
2. The events will end by 5 p.m. each Sunday, and Main Street shall be reopened to traffic and parking by 8:00 p.m. or sooner when possible. The permittee will organize load-in and load-out for each vendor, as well as, ensure that traffic in the area continues to move during this high traffic time. The permittee is responsible for working to establish and follow parking plans The applicant will have volunteers as well as the help of Park City Police Department to ensure that efficiency of traffic, transportation and public safety.
3. The permittee has secured permission from the school district to allow the use their parking areas at the Schools around Kearns Blvd. (Hwy. 248). The permittee will use the City’s current transit schedule for attendees that use this lot.
4. The applicant is working with Park City Parking Services Department on nonexclusive use of City parking lots for vendors and market attendees. The permittee will be responsible for providing the Parking Services Department with a list of vendors license plates no later than 10 a.m. at each market.
5. The applicant has established a weather and emergency plan. The applicant has established these plans to maximize the safety event attendees, volunteers, staff, the general public. There are no weather dates for the event, but the applicant is aware that weather could interfere with the possibility of the event’s proposed activities. In the case that the event were to be cancelled due to dangerous weather conditions, they would notify the general public as well as participants in the event. The applicant understands that Park City Special Events, Police, Fire,



Building Official/Fire Marshal and Emergency Management have the right to cancel or postpone the event at anytime due weather or emergency conditions.

6. The events associated with the Park Silly Sunday Market will not 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.
7. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.

There are other Special Event Permits that have been granted for Sundays, June 5th through September 18th.

The table below will show in column (A) - Geographic separation of events; column (B) - Proposed time and duration of the events; column (C) - Anticipated attendance. Park Silly Sunday Market will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 12	Ski Town Lacrosse Shoot Out	Quinn's Junction & N40/ Treasure Mtn	8am – 8pm	2,200
September 11	Walk A Mile In Her Shoes	City Park	8 a.m. to noon	250
September 18	Autumn Aloft	Main Street, N40	7 a.m. to noon	2,500
September 18	Tour De Suds	City Park	9 a.m. to noon	250

8. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
9. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
10. Staff finds Park Silly Sunday Market is meeting the Measures of Success, is consistent with the measures as outlined in the City Services Agreement as entered into on March 11, 2014 and promotes the City Council's Goal of maintaining a multi-seasonal, world class resort community. In addition the Historic Park City Alliance holds a partnership with Park City Municipal Corporation to promote business and economic development in the Historic Main Street area. This event encourages and supports the Historic Main Street Alliance, Park City Businesses and encourages cultural tourism and supports continued Main Street vibrancy.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:



1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. The permittee has agreed to keep all noise to Market hours, which are between 10:00 a.m. and 5:00 p.m., Sundays, June 5th through September 18th, 2016. The applicant will work with City Staff to orient the activities so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
 - (A) The permittee, or his/her designee, shall provide on-site management for each aspect of the event.
3. The permittee has agreed to return to and give a mid-season and end-of-season review for the 2016 market season.
4. In addition to minimum insurance as required by state law or applicable regulation (for example worker's compensation, auto, and liquor liability as applicable), Applicants shall provide proof of public liability insurance in an amount as determined by the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured.
5. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted to the Building Department for review and permitting no later than the Thursday previous to each market week.
6. The permittee is responsible for creating an Operational, Parking and Pedestrian Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.
7. The permittee is responsible for providing volunteers during event with a volunteer plan during both events.
8. The applicant use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
9. All third party approvals including the Park City School District, Summit County and State permit approvals required for this event shall be secured by the Thursday previous to each market week and submitted to Park City Municipal Corporation.
10. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
11. The Applicant will provide a vendor list and sign plan for the event. All handouts, flyers, banners and other signage, shall comply with Park City Municipal's sign code.
12. PSSM will operate for fourteen (14) Sundays, June 5th through September 18th. PSSM will not be held on August 7 or August 14th due to other events that are scheduled.
13. PSSM will extend its operational time by one hour on September 18, 2016 for Silly Fest. PSSM is requesting to have a stage with a band and beer garden that will remain open until 6:00 p.m. on this date. Clearing and reopening of Main Street will happen no later than 8:00 p.m.
14. Estimated fee waivers for City Services in 2016 are \$73,083.70, and contracted municipal funds for the 2016 season are in the amount of \$40,000.00. Changes in City Service fees shall be reported at the mid-season and end-of-season review.
15. PSSM will provide vendor license plate numbers to the Parking Services Department no later than 10:00 a.m. during each Sunday. This is to help ensure that vendors are parking in vendor parking areas.
16. PSSM shall report zero waste statistics in pounds for the 2016 season as to allow for comparison to the previous year.



- 17. PSSM shall have a decrease Import Vendors by two (2) as a measure of success in 2016. At any given market, PSSM shall not allow more than 6 Import Vendors per market.
- 18. PSSM shall have non-exclusive use of the upper and lower Sand Ridge Parking Lots, as well as the Top of China Bridge for Vendor Parking. In addition, PSSM shall be permitted to utilize four (4) parking spaces in the Mawhinney Lot at City Park for up to four (4) PSSM Box Trucks. During times when the Mawhinney Lot is closed or in use by another event, such as Miners Day, PSSM shall work with Staff to find other possible locations for these four parking spaces.
- 19. PSSM estimates overall attendance in 2016 will be 200,000. PSSM shall work with Staff to address the challenges and opportunities created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
- 20. PSSM use area remains the same as in years past, however, PSSM has been working to coordinate access for residents who will live at the Rio Grande 820 Park Residential Development. Additionally, PSSM has kept Miners Park on their site plan as a possible use area, but acknowledges that the site could go under construction this year and during that time they would not be allowed to program the space.
- 21. PSSM will work with the Fire Marshall, and Public Safety Personnel regarding placement of emergency staff and equipment, but anticipates that Fire and EMS will be staged on 7th Street. PSSM has also submitted an Emergency Operations Plan which is being coordinated with Park City Police, Emergency Management and Park City Fire.
- 22. PSSM shall have a deadline of May 1, 2016 for all HPCA vendor requests as pertains to the Vendor Mix requirements. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2016. HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.

PASSED AND APPROVED this Thursday, the 31st of March, 2016.

PARK CITY MUNICIPAL CORPORATION

City Manager, Diane Foster

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit B – 2016 PSSM Pre Season Summary Measures of Success

Park Silly Sunday Market – 2016 Season Preview Measures of Success		Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting Requirements
Vendor Mix		
Importers (allowed per week maximum) i. 2016 - 8	Notes: Requirements are currently being met	I
Jewelers (allowed per week maximum) i. 2016 - 12	Notes: Requirements are currently being met	I
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2016 - 12	Notes: Requirements are currently being met	I
PSSM will invite tow (2) HPCA representatives in the jurying of jewelry vendors.	Notes: Requirement was met by PSSM. HPCA sent two representatives.	S
PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Dates have been suggested. HPCA and City are identifying representatives.	I
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and met.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Increase communication between departments and PSSM to encourage parking of vendors in vendor locations.	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 th to 13 th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market.	I
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market.	Notes: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, biking or walking to attend.	I
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements are currently being met	I
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements are currently being met - Intersection is currently manageable and requires no additional resources.	I
Market Set-Up and Inspections		
a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	Notes: Requirements are currently being met	I
Street Cleaning and Trash Removal		
a. Pre-Meet with City's Street Department to create a street cleaning	Notes: Requirements are currently being met. Staff is working to	I

Exhibit B – 2016 PSSM Pre Season Summary Measures of Success

and trash removal plan	coordinate the meeting between the Parks/Streets Department and PSSM.	
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Will meet during the 2016 Market Season	
Coordination with PCMC and HPCA		
a. PSSM will schedule monthly "Working Group" meetings from June through September.	Notes: PSSM has recommended dates for the 2016 Working Group meetings and has requested representatives from both HPCA , City Staff and City Council.	
b. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.	Notes: PSSM has set dates for the 2016 Working Group.	
c. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City have scheduled the weekly meetings. Meetings are to be conducted at 9 a.m. prior to the start of each Market.	
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types	Notes: Requirements are currently being met. Zero waste statistics will be reported by pound. Vendor types and mix will be reported weekly and included in mid-season and end of season review.	
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 4 Market. ii. At any time they add license plates to the market throughout the 2015 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.	Notes: Requirements are currently being met by PSSM, as they have provided an initial list of vendor license plates. PSSM will continue to provide the list of license plates to Parking Services staff weekly.	
Marketing and PR		
a. HPCA logo on all advertisements & promotions	Notes: Requirements currently being met.	
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements currently being met.	
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ' if applicable"	Notes: Requirements currently being met.	
Other Items:		
Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by City Staff and PSSM .	Notes: Average attendance per week in 2015 was 13,471 per week. PSSM and staff believe this number will increase in 2016.	
Quantify Marketing & PR Value – of at least \$150,000	Notes: In progress.	
PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc.	Notes: Requirements being met in this pre-season report. In addition, the past season information was presented in November of 2015.	

Exhibit B – 2016 PSSM Pre Season Summary Measures of Success

There are a few items that staff would like to inform Council on outside of the measures as written:

PSSM staff has been reminded that all amplified noise, music and announcements are to be halted prior to 5:00 p.m. in accordance with their contract. The only exception is that noise, music and announcements shall end by 6 p.m. on September 18th, 2016. Staff has requested for PSSM to conduct outreach of residents reminding them of the extension as that date approaches.

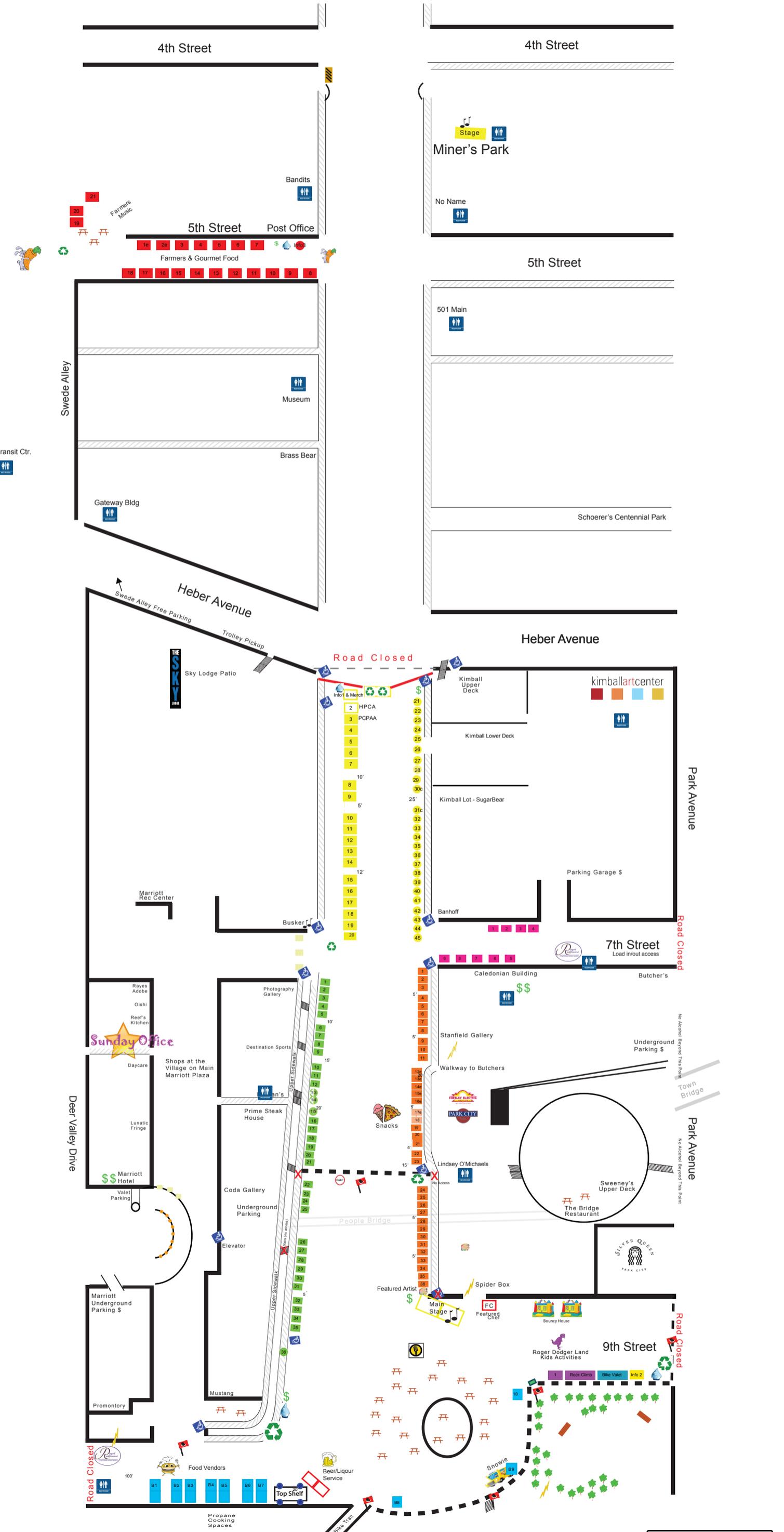
In 2014, Park Avenue Residents reported that the climbing wall, erected on 9th Street, had an air horn attached to the top that people would activate when they reached the top, and asked that this horn be disconnected. PSSM has been reminded that the horn not be activated on the climbing wall during the 2016 season.

The Park City Police reported that the vendor load-in and load-out on Park Ave were causing traffic congestions at those times. After a review period during the 2014 Market season with Park City Police Department and the Special Events Department it was concluded that load-in congestion occurs for very short but specific times and could be easily managed with signs and notification to vendors. They reported that the load-out congestion occurs similarly but would aid with the help additional officers. The market patrol officer times were shifted to assist with the load-out of vendors. PSSM and Staff have reviewed debrief notes and are working with Park City Police Department to come up with a 2016 schedule of officers noting the challenges from the 2014 season, and the solutions during the 2015 season.

In the 2015 season, unforeseen City construction impacts caused PSSM to lose two (2) vendor booths at the Farmers Market location. PSSM had to change the location of these vendors other locations in the market footprint. Though PSSM was able to accommodate vendors inside the market footprint, initially vendors were upset about the change of location. Staff is working to ensure that PSSM is aware of all construction ahead of time by providing the market with a construction mitigation matrix.

2016 PSSM Key

5x8 Booth	Restrooms	Seating	Cooking Vendors	Featured Artist
10x10 Booth	Water Stations	Music & Entertainment	Snack Foods	Featured Chef
Information/First Aid Booth	Zero Waste Stations	Beer Garden	Farmer's Market	DABC Line
Cash Stations				Kids Activities

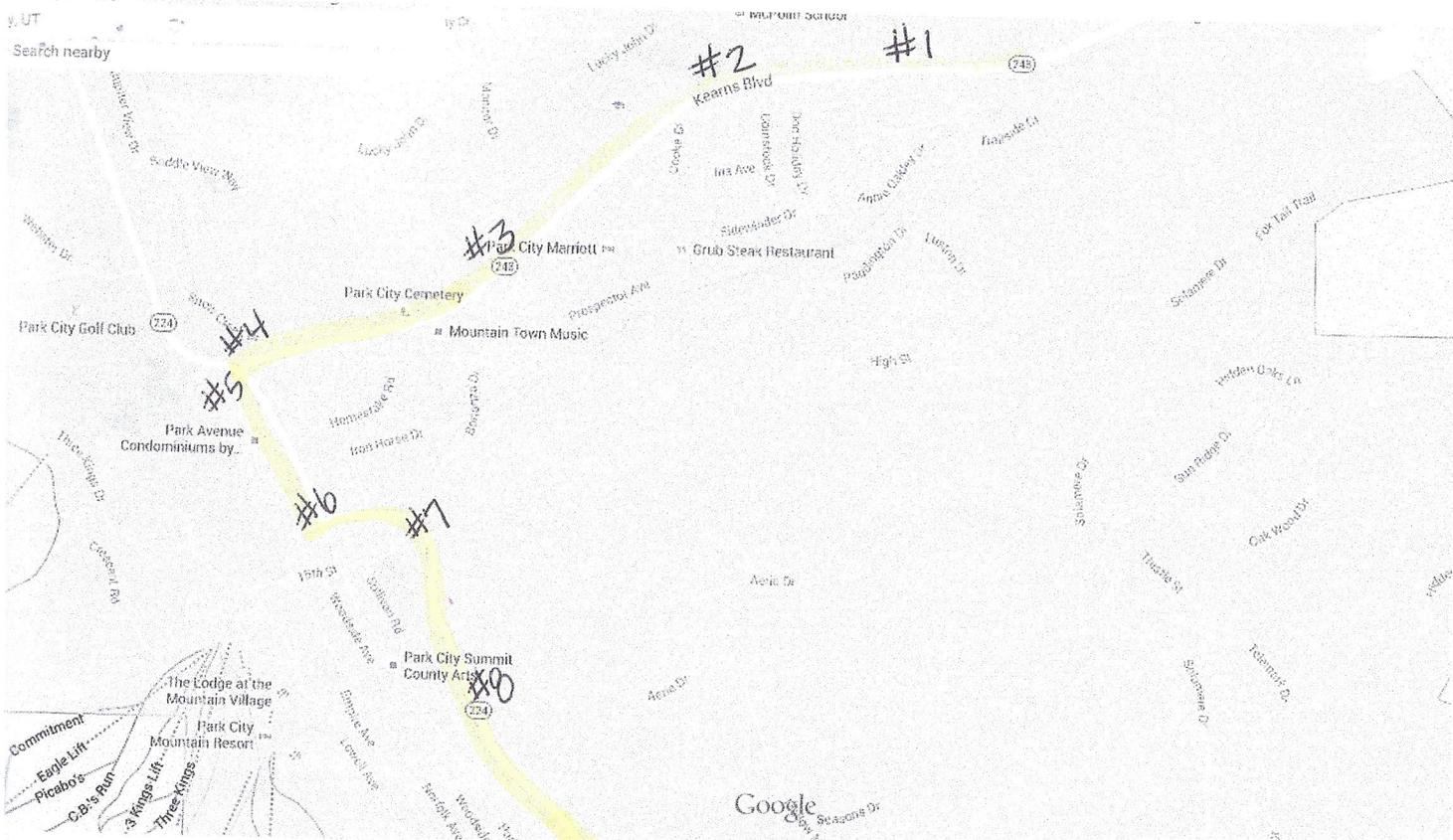


2016 Signage location

Drop	Location	Sign
1	School District Office	Market Parking
2	High School	Market Parking
3	Kearns & Bonanza	Market Parking
4	Opp Side of 224	Park Silly Today
5	Opp Side of 224	Park Silly Today
6	Welcome to PC Sign	Park Silly Today
7	Bonanza & DV Drive	Market Parking (Left Arrow)
8	DV Drive	Market Parking (Up Arrow)
9	DV Drive & Main St	3 Barriers (1 logo, 2 plain) VIP Potty Road Closed No Main St Access
10	DV Drive & Heber	Main Street Access (right arrow)
11	DV Drive & Sandridge Lots	Vendor Parking Vendor Parking
12	Farmers Market	(2) Barriers (1 on each side - both plain) Zero Waste Information
13	Transit Station	Farmers Market
14	Heber & Main	(4) Barriers - 2 plain, 1 logo, 1 sponsor Zero Waste Road Closed (2) Farmers Market Information Booth
15	Park Ave & 7th	Road Closed Restroom Restroom / First Aid No Left/Right Turn Zero Waste
16	Park Ave & Flying Sumo	Zero Waste No Alcohol

17	Park Ave & 9th	(4) Barriers - 1 logo, 1 sponsor, 2 plain Road Closed No Left/Right Turn (2) Bike Valet Zero Waste No Alcohol
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18	9th & Stage/Main	Barriers - any leftover on truck (2) Zero Waste Restroom (2) No Alcohol Bike Valet No Alcohol ID Check Wristband
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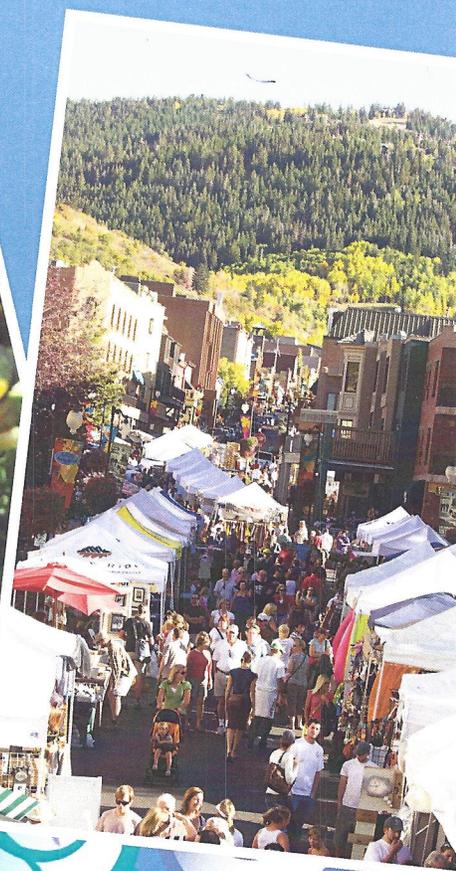
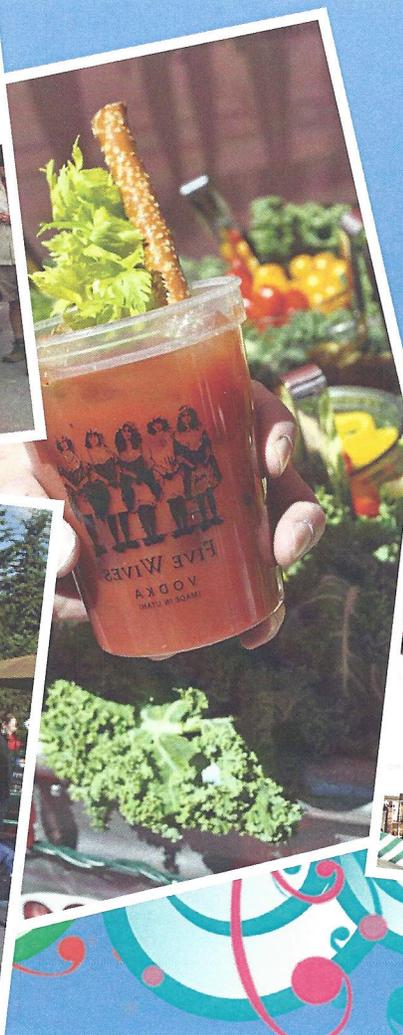




Sundays, 10am - 5pm
June 5 - September 18
On Park City's Historic Main Street

2016

SPONSORSHIP PACKET



WHAT IS PARK SILLY SUNDAY MARKET?

Park Silly is a unique every week market dedicated to supporting non-profits, green initiatives, artists, performers, farmers and small businesses. Park Silly takes place mid-June through September every Sunday on Park City's Historic Main Street.

"COMMON UNITY, THIS IS WHERE IT HAPPENS!"

THE MISSION:

To create eco-friendly open airmarket, street festival and community forum where neighbors and friends come together to celebrate our community of fun and funky Park Sillians.

ACCOMPLISHMENTS:

ZERO WASTE EFFORTS

- **2015: 188,000 + VISITORS: SENT ONLY 41 BAGS OF TRASH TO THE LANDFILL**
- **2014: 162,000 + VISITORS: SENT ONLY 32 BAGS OF TRASH TO THE LANDFILL**
- **2013: 153,000 + VISITORS: SENT ONLY 26 BAGS OF TRASH TO THE LANDFILL**
- **2012: 132,000 + VISITORS: SENT ONLY 21 BAGS OF TRASH TO THE LANDFILL**
- **2011: 121,000 + VISITORS: SENT ONLY 19 BAGS OF TRASH TO THE LANDFILL**
- **2010: 96,000 + VISITORS: SENT ONLY 4 BAGS OF TRASH TO THE LANDFILL**
- **2009: 90,000 + VISITORS: SENT ONLY 2 BAGS OF TRASH TO THE LANDFILL**
- **2008: 60,000 + VISITORS: SENT ONLY 7 BAGS OF TRASH TO THE LANDFILL**

HOSTS AND PROMOTES (2015)

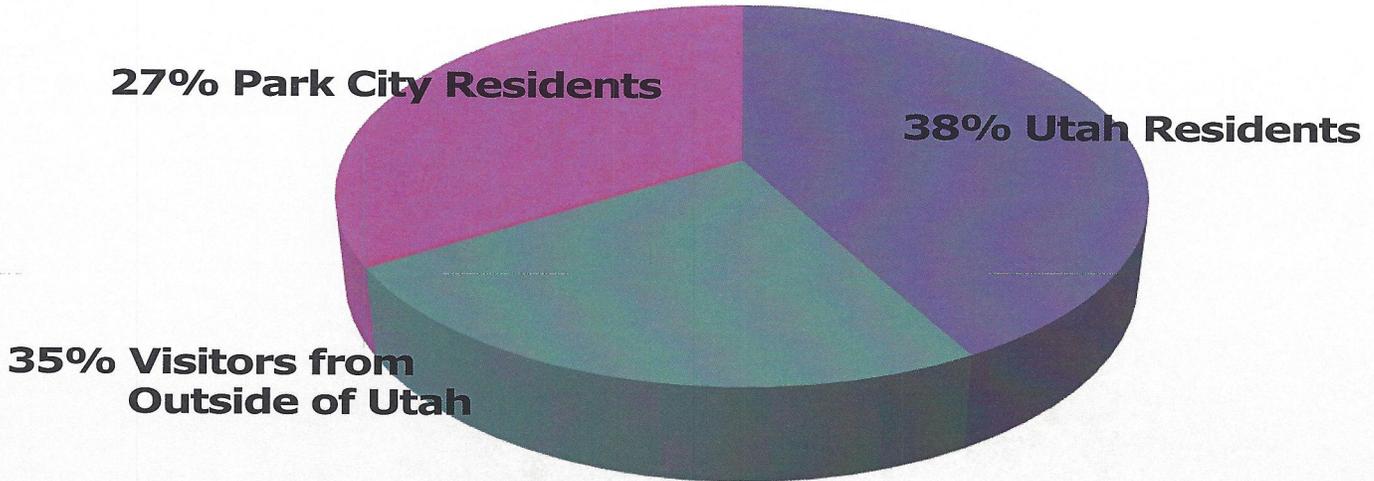
- **221 COMPLIMENTARY SPACES FOR NON PROFIT GROUPS & SUSTAINABLE ISSUES GROUPS & FREE KIDS ACTIVITIES**
- **118 FREE SPACES GIVEN TO FARMERS**
- **80 + VOLUNTEERS THROUGHOUT THE SUMMER**
- **500+ PEOPLE WH BIKE EVERY SUNDAY**
- **130 PAID MUSICIANS/BUSKERS**



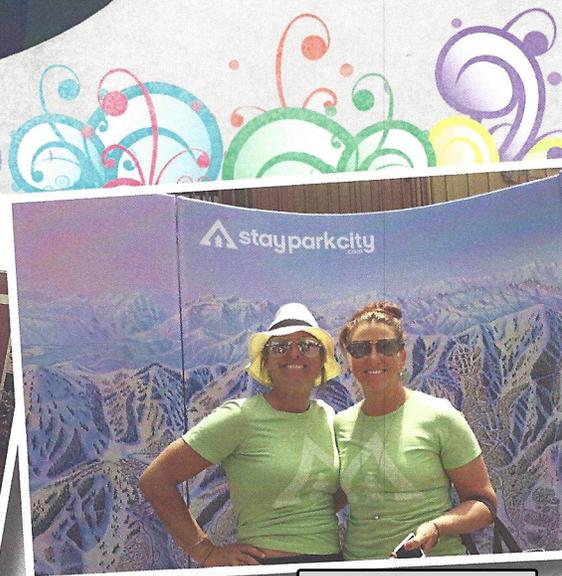
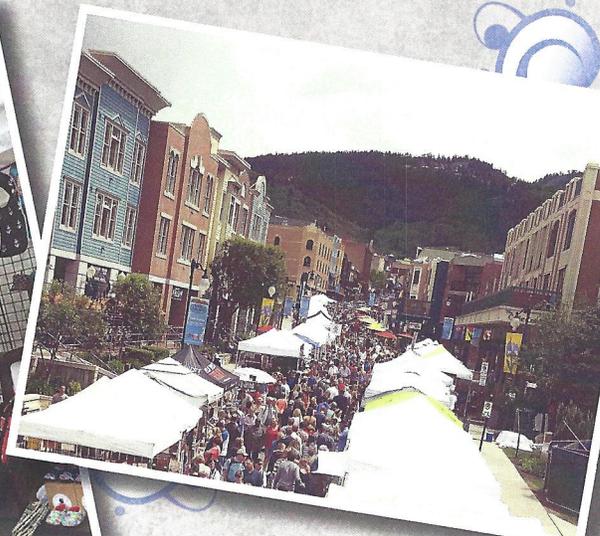
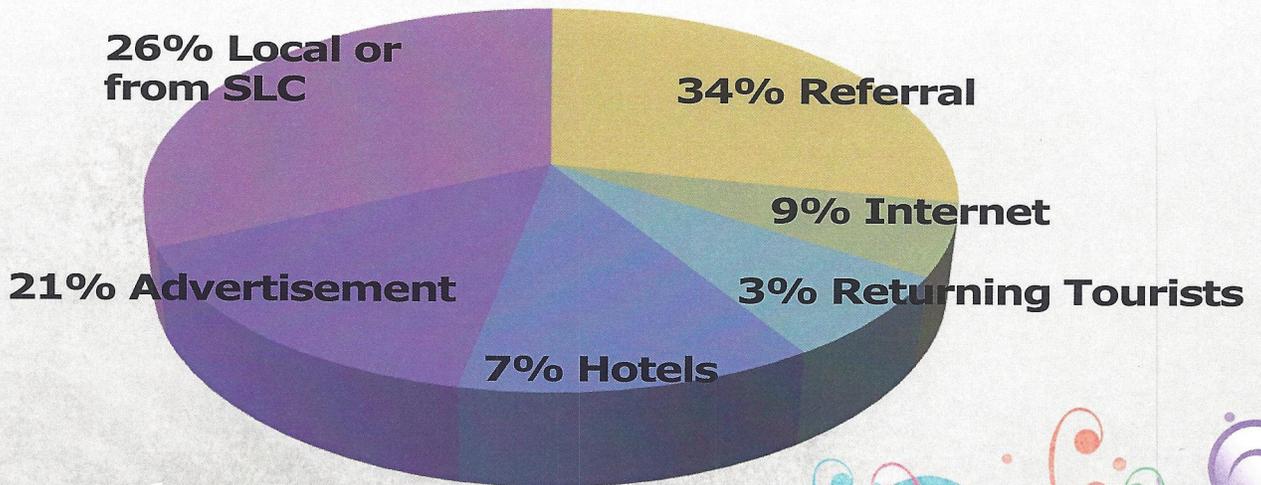
DEMOGRAPHICS

In our 2015 season Park Silly hosted 188,000 guests, an average of 13,428 attendees each Sunday over the fourteen weeks of the market. Attendees consist of locals, out of town visitors, and out of state visitors. Ages range from 5-85 with the majority falling between 30-50. Median income ranges from \$70-120k.

ZIP CODE DISTRIBUTION



HOW DID GUEST HEAR ABOUT PARK SILLY

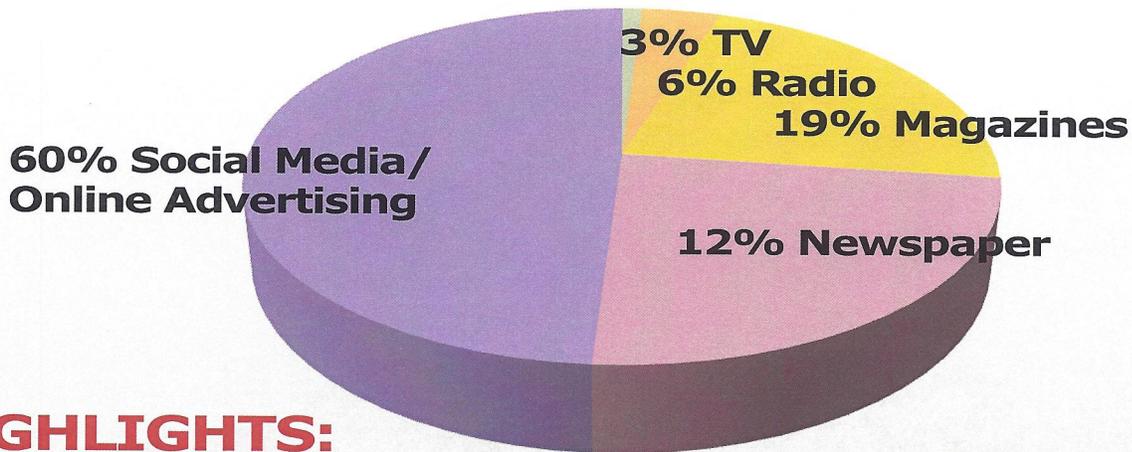


MARKETING

The media coverage is all year. 2015 campaign valued at \$345,000.

That's 23,335,741 media impressions annually

MARKETING VALUES 2015



HIGHLIGHTS:

- Weekly e-blast to 9,500 subscribers
- Over 25,000 visits to Market's website in season, 56,000+ page views annually
- Weekly ad in Park Record - 1/2 Page Color
- Main Street Banners
- Featured online NPR broadcast/Wall Street Journal Online/CNN online/PBS Away We Go/Cheap Tickets/Trip Advisor/Orbitz/Yahoo/HGTV - Dream Home/Outside Magazine/Dallas Daily News

MEDIA PARTNERS:

- | | | |
|--------------------|-----------------------------|---------------------------|
| ■ ABC 4 | ■ Mountain Express Magazine | ■ Park Record |
| ■ City Weekly | ■ Mountain Town Music | ■ Salt Lake Magazine |
| ■ Deseret News | ■ Now Playing Utah | ■ Salt Lake Tribune |
| ■ Dishing Magazine | ■ Park City Chamber | ■ Ski Utah |
| ■ Fox News 13 | ■ Park City Film Series | ■ University of Utah |
| ■ Info Channel | ■ Park City Local Card | ■ Utah.com |
| ■ KPCW | ■ Park City Menu Guide | ■ Visit Salt Lake |
| | | ■ Wasatch Kids' Directory |

26 TELEVISION SPOTS

60 KPCW RADIO SPOTS

110 EDITORIALS

82 PRINT ADS

* DATA PROVIDED BY UNIVERSITY OF UTAH UNDERGRADUATE GATES LAMB

SPONSORSHIP OPPORTUNITIES

TITLE SPONSOR

\$70,000: INCLUDES THE FOLLOWING

- Logo placement on all print and digital advertisements
- Television and radio mentions during every appearance
- Logo placement on Main Street Flags
- Logo placed at head of every page of the Market's site and all e-blasts
- Logo displayed on venue entrance signs (top tier)
- Full banner placement in venue at prime location
- One Weekend Sponsorship included with Title Sponsorship
- Booth set-up for all 14 weeks of the Market
- One Main Stage mention each week during peak hours
- Only 1 Title Sponsorship available

TOTAL VALUE OF SPONSORSHIP: \$144,000

SUPPORTING SPONSOR

\$20,000: INCLUDES THE FOLLOWING

- Logo placement in Park Record advertisements during season
- Logo placed website home page and sponsor page
- Logo placed in footer of all e-blasts
- Logo displayed on venue entrance signs
- Full banner placement in venue at prime location
- One Weekend Sponsorship included with Supporting Sponsorship
- Booth set-up for all 14 weeks of the Market
- One Main Stage mention each week during peak hours
- Limited to 3 Supporting Sponsors

TOTAL VALUE OF SPONSORSHIP: \$38,300

FARMERS MARKET STAGE SPONSOR

\$20,000: INCLUDES THE FOLLOWING

- Banner at Farmers Market Stage
- Logo placement in Park Record advertisement during season
- Logo placed on website home page and on sponsor page
- Logo placed in footer of all e-blasts
- Logo displayed on venue entrance signs
- Banner placement in Farmer's Market area and 1 additional location in Market
- One Main Stage mention each week during peak hours

TOTAL VALUED AT: \$38,300



WEEKEND SPONSOR

\$5,000: INCLUDES THE FOLLOWING

- Weekend themed around sponsor's chosen focus
- Logo placement in Park Record advertisement weekend of sponsorship
- PCTV Weekend Sponsor mention
- Banner at top of website home page for one week
- Banner at top of one e-blast
- One Weekend Sponsorship included with Supporting Sponsorship
- 1 10x10 booths set-up at event
- Two Stage introductions day of sponsored event
- Limited to 1 per week of Market

TOTAL VALUE OF SPONSORSHIP: \$6,100

FEATURED CHEF SPONSOR

\$18,000: INCLUDES THE FOLLOWING

- Four Chef Presentation weekends, 10 Featured Chef weekends
- Banner placement at Chef Station +2 additional banners on Chef Presentation dates
- Logo displayed on venue entrance signs (3rd tier)
- Logo on website home page adjacent to Featured Chef information and on sponsor page
- Logo in 4 e-blasts featuring Chef Presentation
- Stage mention every week for Chef Presentation
- PCTV mentions for Chef Presentation
- Logo on e-blast

VALUED AT: \$23,000

BEER GARDEN SPONSOR

\$15,000: INCLUDES THE FOLLOWING

- Banner placement at both entrances to Beer Garden
- Logo displayed on venue entrance signs (3rd tier)
- Logo on website home page and on sponsor page
- Logo on on e-blast

VALUED AT: \$17,300

KIDS ACTIVITIES SPONSOR

\$15,000: INCLUDES THE FOLLOWING

- Banner placement at Kids Activities / Rodger Dodger Land
- Logo displayed on venue entrance signs (3rd tier)
- Logo in 5 e-blasts featuring Kids Activities
- Logo on website home page adjacent to Kids Activities information and on sponsor page
- Logo on e-blast

VALUED AT: \$17,800

NON PROFITS & SUSTAINABLE ISSUES GROUPS SPONSOR VALUED AT: \$17,800 **\$15,000: INCLUDES THE FOLLOWING**

- Banner placement at Non Profits & Sustainable Issues Groups area
- Logo displayed on venue entrance signs (3rd tier)
- Logo in 5 e-blasts featuring Non Profits & Sustainable Issues Group
- Logo on website home page adjacent to Non Profits information and on sponsor page
- Logo on e-blast

FEATURED ARTIST SPONSOR VALUED AT: \$16,400 **\$15,000: INCLUDES THE FOLLOWING**

- Banner placement at Featured Artist
- Logo displayed on venue entrance signs (3rd tier)
- Logo in 5 e-blasts Featuring Artist
- Logo on website home page adjacent to Featured Artist information and on sponsor page
- Logo on Sillyfest e-blast

ZERO WASTE SPONSOR VALUED AT: \$13,300 **\$10,000: INCLUDES THE FOLLOWING**

- Logo displayed at all 7 waste stations
- Logo displayed on venue entrance signs (3rd tier)
- Logo on website sponsor page

MAIN STAGE SPONSOR VALUED AT: \$28,900 **\$20,000: INCLUDES THE FOLLOWING**

- Repeating logo on header banner at Main Stage
- Banner at front footer of Main Stage
- Logo on website home page adjacent to Main Stage Music information and on sponsor page
- Logo in 8 e-blasts Featuring Main Stage Music

MEDIA PARTNER **\$4,500: INCLUDES THE FOLLOWING**

- Media Tier of 3 NEW large entrance signs
- Logo placement on Media Partners Banner - placed in prime venue location (Limited to 12 logos)

OTHER SPONSORSHIP OPPORTUNITIES

- \$7,000 COMPANY BANNER HANGING IN VENUE FULL SEASON (14 SUNDAYS)**
- \$500 COMPANY BANNER HANGING IN VENUE - PER SUNDAY**
- \$750 PUBLICATION/PRODUCT AT INFO BOOTH (FULL SEASON ONLY)**
- \$300 LOGO ON PSSM WEBSITE UNDER SPONSOR PAGE (1 YEAR)**

INTERESTED IN BECOMING A SPONSOR? CONTACT US!
(435) 901-0511 ■ KIMBERLY@PARKSILLYSUNDAYMARKET.COM
WWW.PARKSILLYSUNDAYMARKET.COM

Exhibit F - 2016 PSSM Vendor Types Definition & Vendor Mix

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

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

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

PRIORITY 3: Jeweler – A vendor that sells unique, handmade jewelry of their own making and design. Limited space available in this category (12 per market date).

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

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

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

PRIORITY 7: Food – A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category (12 per market date, 10 of which are propane-approved space).

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

LAST PRIORITY: Importer – A vendor that purchases goods manufactured and/or procured outside the U.S. (jewelry not permitted in this category). This category is considered a 'last sell' vendor type. Vendors in this category are invited in April, based on remaining space available, in an effort to maximize opportunity to other vendor types. Limited space available in this category (8 per market date).

2016 Vendor Mix Requirements

1. Vendor Mix (maximum allowed per week)
 - a. importers– 6
 - b. Jewelers – 12
 - c. Food Vendors & Snack Food Vendors – 12
 - d. PSSM will include HPCA representative in jury of jewelry vendors.
 - e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts or other issues with vendor mix.
 - f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

Exhibit G – PSSM 2016 Parking Map



- Variable Message Boards (VMS)
- Supplemental Market Parking at High School
- Non-exclusive PSSM vendor parking, shared general parking

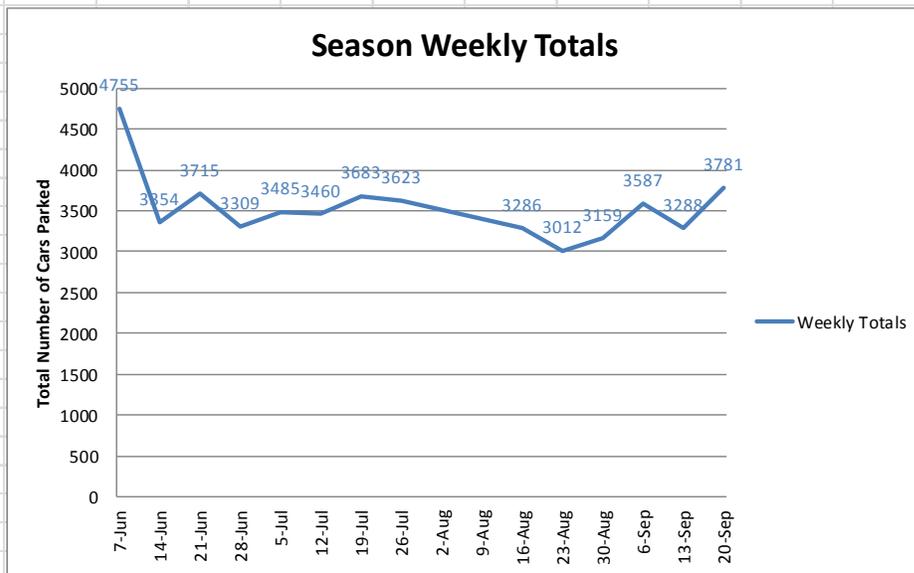
- Residential Parking Zones on Park Avenue
- Road Closures (Market Footprint)
- General Parking

Exhibit H – 2015 PSSM Parking Count Chart

Total Counts

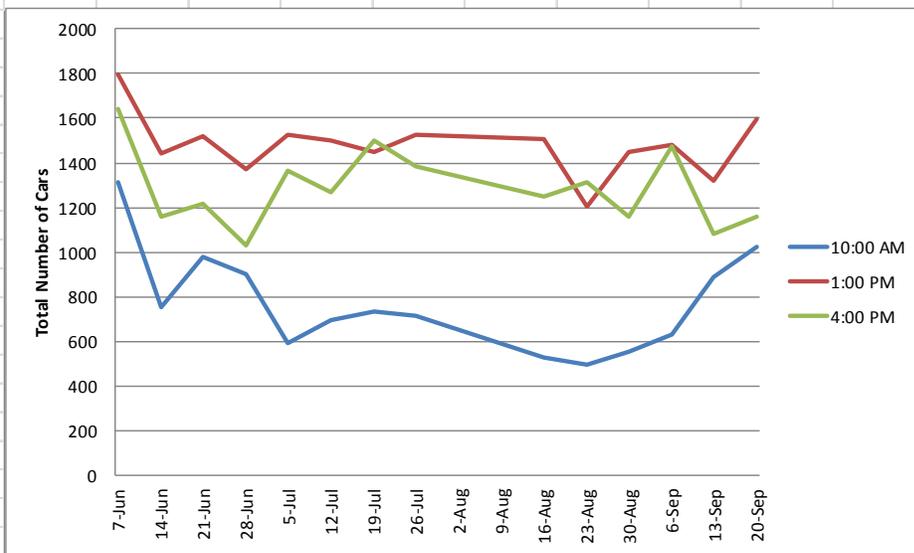
	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep
Weekly Totals	4755	3354	3715	3309	3485	3460	3683	3623	3286	3012	3159	3587	3288	3781

Season Weekly Totals



Hourly Totals of Cars Parked

	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep
10:00 AM	1316	753	980	905	593	694	734	714	528	495	553	632	889	1025
1:00 PM	1794	1441	1517	1374	1527	1499	1446	1524	1508	1202	1447	1481	1318	1595
4:00 PM	1645	1160	1218	1030	1365	1267	1503	1385	1250	1315	1159	1474	1081	1161



Side Note:

Sunday August 2nd Arts Festival
 Sunday August 9th Tour of Utah

Exhibit I – 2015 PSSM Year End Summary Measures of Success

Park Silly Sunday Market - Mid- Season Review Measures of Success		Legend S – Satisfactory Meeting Contracted Requirements I - In progress / Meeting Requirements U – Unsatisfactory/ Not meeting Requirements
Vendor Mix		
A. Importers (allowed per week maximum) i. 2015 – 8	Notes: Sending weekly reports.	S
B. Jewelers (allowed per week maximum) i. 2015 – 12	Notes: Sending weekly reports.	S
C. On-site Food Vendors & Snack food Vendors (per week maximum) i. 2015 – 12	Notes: Sending weekly reports.	S
D. PSSM will include a HPCA representative in the jurying of jewelry vendors	Notes: Meeting requirement – Representative was Puggy Holmgren	S
E. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Meeting requirements: All Walk-throughs were completed PSSM provided walk through dates, times and reminders. HPCA failed to provide a representative on 6/21, and 7/19.	S
F. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements were provided in February of 2015.	S
Parking / Traffic / Pedestrian Management		
A. Create event parking plan i. Identify vendor vehicle ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Setup program to encourage parking of vendors in approved vendor locations	Notes: i. PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. Park Silly Sunday Market has been taking vendor license plate numbers as they enter into the market so Parking Services can better identify vendors. The Market continues to notify vendors that parking is at the Sand Ridge Lots or other spaces not identified for vendors. Park Silly Sunday Market has added Vendor License Plate column to their application for the 2016 year, as to allow easier license plate collection. ii. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 th to 14 th Street. Door to door notification took place on 6/5/2015. Parking Enforcement continued to communicate with the residents to resolve parking concerns and challenges during the market. In addition Library Patron Only signs were created for the Library Parking Lot. Neither Special Events Staff nor PSSM received any direct complaints about the Residential Parking area. iii. Supplemental Parking has been established at the Park City High School. Park Silly Market also works with Canyons Transportation for SLC visitors to provide a shuttle from SLC area hotels to the Market each Sunday.	S
B. Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market.	Notes: Meeting requirements. i. Staff went on KPCW weekly throughout the summer regarding upcoming events and discusses parking and transportation and coordination for all events as well as the market each week. ii. PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend. iii. Bike Valet at 9 th Street has received an average of 134 bikes per week at the Bike Valet on 9 th Street. Highest number this season was 199 bikes on 7/12. Total Bikes at Bike Valet this season was 1,876 bikes. iv. PSSM worked with Canyon Transportation to provide shuttle service from SLC hotels to PSSM. During the 2015 season, only 2 riders were reported on this shuttle service.	S

<p>C. Submit sign Plan to Staff at the time of Supplemental Plan containing the following:</p> <ul style="list-style-type: none"> i. Locations ii. Size & Type iii. Message iv. Placement and removal times 	<p>Notes: Requirements met in Spring of 2015.</p>	S
<p>D. Work with City to Create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley</p>	<p>Notes: Requirements have been met – Intersection remained manageable and required no additional resources.</p>	S
<u>Market Set-Up and Inspections</u>		
<p>A. Weekly notification to staff of footprint or operational changes</p>	<p>Notes: Meeting requirements. Construction at 5th Street, reduced the vendors at the Farmers Market by 4. Musician at this location was moved to 7th Street near the local/non-profit vendors. Staff and PSSM working on supplemental plans to accommodate this in 2016.</p>	S
<p>B. Location of interior sponsor signs</p>	<p>Notes: Meeting requirements</p>	S
<u>Street Cleaning and Trash Removal</u>		
<p>A. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan</p>	<p>Notes: Requirements have been met : Additional Street Sweeps were requested and completed by on July 5th after 4th of July Festivities as well as on July 21 after Savor the Summit. Any concerns from Streets Dept. regarding waste removal were addressed immediately by PSSM staff.</p>	S
<p>B. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.</p>	<p>Notes: Meeting requirements: Park City Parks Crew and PSSM reworked when and how the city receptacles were being used and replacement with the PSSM recycle set up. The street has been maintained clean pre, during and post market. There have been no negative reports from the Parks or Streets Crew. Street Construction on Bonanza on 7/5 for paving was brought to the attention of Staff which was addressed to PSSM ahead of time. A Detour was put in place and Street was reopened by 10 a.m. that morning. PSSM Staff has sent Staff 2 images of curb/tripping hazards and City Staff addressed and fixed the issues. During the Sept 6 Market, VMS Boards were removed early to prepare for Miners Day festivities which were the next day. In 2016, VMS boards need to remain in place until the market end.</p>	S
<u>Coordination with PCMC and HPCA</u>		
<p>A. PSSM will schedule monthly 'Working Group' meetings from June through October</p>	<p>Notes: Requirements have been met.</p>	S
<p>B. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.</p>	<p>Notes: Met requirements.</p>	S
<p>C. PSSM will schedule a weekly market walk through with City representatives</p>	<p>Notes: Met requirements. Staff from Departments including Special Events, Building, Police, and Parking walked through the venue and were onsite to address concerns, impacts and challenges each week. Any concerns by City or PSSM staff were addressed immediately.</p>	S
<p>D. PSSM will supply the City Representatives with weekly report containing the following</p> <ul style="list-style-type: none"> i. Estimated attendance ii. Zero Waste statistics 	<p>Notes: Staff received weekly reports through the season. i. Average attendance is 13,471 per week. Total attendance for the 2015 season was 188,589 people. ii. 14,380 pounds of recycling, compost & glass were diverted from landfills, as compared to 2,760 pounds of landfill waste. – WOW!</p>	S

<p>iii. Breakdown of number of vendors and types</p>	<p>iii. Limited Vendor Categories: Import vendors were consistently under the maximum allotment of 8, except for one market where PSSM met the maximum allotment of Import Vendors. Jewelry vendors have been at the maximum allotment of 12, except three markets where they were under the allotment. To-go/Snack food Vendors were consistently under the maximum allotment of 12, except for two markets where they met the maximum.</p> <p>The PSSM did not exceed the maximum amount of allotted vendors in any area during the 2015 PSSM Season.</p> <p>There were 1,910 Vendors total for the 2015 season - 21% of Vendors are from Summit County, 74% from Utah, and 5% were from out of state.</p>	
<u>Marketing and PR</u>		
<p>a. Main Street/HPCA logo on all advertisements & promotions</p>	<p>Notes: Meeting requirements.</p>	S
<p>b. Engage in co-promotions with Chamber, HPCA, Park City Restaurant association</p>	<p>Notes: Meeting requirements. Park Silly Market provides free promotions of Park City businesses in their Park Silly Info Booths (3) each Sunday. Park Silly Market provides one free booth for HPCA each Sunday. HPCA/ Main Street membership information and logo placement on all media and advertising. Park Silly Market gives restaurants first right of refusal to apply as a food vendor for restaurant association. Park Silly Market also provides free advertising or promotion by request for all HPCA, Chamber and Restaurant Association Members through social media outlets which reach 17,000.</p>	S
<p>c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:</p> <ul style="list-style-type: none"> I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio spots and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ‘ if applicable” 	<p>Notes: Met all requirements.</p>	S
<u>Other Items:</u>		
<p>Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by Staff and PSSM</p>	<p>Notes: Average attendance ranged between 8,701 (lowest on 9/13) and 16,561 (highest on 8/16) per week during the 2015 PSSM season. Total attendance was 188,589.</p>	S
<p>Quantify Marketing & PR Value – of at least \$150,000</p>	<p>Notes: Current estimated value as determined by Staff is in excess of \$150,000.</p>	S
<p>PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following:</p> <ul style="list-style-type: none"> i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. 	<p>Notes: Was submitted in March of 2015. In February of 2016, a Supplemental Report for the 2016 PSSM shall be provided.</p>	S