

Draft Concepts for Committee Discussion
11/16/2016**

** Changes to this document from the previous meeting are in bold.

I. Report Back: A Plan for Prescott Park - Content

1. *Master Plan for the physical make-up of the Park*
2. *Narrative in support of Plans addressing “park first” orientation; tenets of design; overall recommendations for the space.*
3. *Park Usage and Capacity Framework*
 1. *A description of Park areas **and structures** and their designed uses (General)*
 2. *Numerical guidelines for capacity, foot prints, etc.*
4. *Phasing recommendations and funding strategies.*
5. Recommendations for Governance
6. Principles for Operating Agreements and Recommended Provisions

**Italicized items from Weston & Sampson*

II. Master Plan: Tenets for Design

1. Recognition of City ownership of the park **and its structures**
2. Use “for park and recreational purposes” per the Trust
3. Pedestrian through-route accessibility at all times
4. Maximize waterfront connection
5. Integrate coastal resilience/adaptation strategies
6. Maintain and enhance maritime historical connection
7. Improve integration into the neighborhood
8. Ensure presence for theater, dance, music and visual arts (including public art and the presence of a stage).
9. Maintain a Public Forum area
10. Including meaningful invitations for youth to play
11. Preserve active maritime recreation, including public docking structures

12. Maintain/increase large open spaces for formal and informal activities

III. Governance Framework (Summary)

1. The City Council is the policy making body of the City of Portsmouth and controls City-owned land and its uses
2. The City of Portsmouth owns the land that makes up Prescott Park
3. The Portsmouth City Charter Article V; section 5.3, charges the City Manager to oversee all City property
4. Deed restrictions establish the eligible uses of the property (“parks and recreational purposes”)
5. The Will of Josie F. Prescott establishes a Trust (financial) whose **income “shall be used for the maintenance” of the Park.**
6. **Current proceeds from the Trust are insufficient to fund the annual operating costs of the Park (full and part time salaries, supplies, and maintenance costs.**
7. The City’s Trustees of Trust Funds oversee the Trust (financial) in their role as defined in State statute.
8. The City’s Trustees of Trust Funds have provided the supervision and oversight in the Park as a matter of tradition as opposed to a requirement of any document or law.
9. The Charitable Trust Division at the State of NH Attorney General’s Office oversees Trusts and property held in trust to ensure they are used in a manner consistent with the maker of the Trust.

IV. Governance Structure Concepts Going Forward

Suggestions for discussion:

1. Prescott Park management under direction of City Manager similar to other parks/lands management—potential for future City reorganization of a Parks Dept. **Master Plan implementation to be carried out via the City’s Capital Improvement Plan.**
2. Appointed **Prescott Park** Advisory Committee to work with City Manager

(Representation from Trustees of Trust Funds? Neighbors? City Council? Ex-officios?)

3. **With input from the public and users**, City constructs, maintains and owns structures in park
4. City may work with/authorize qualified organizations to provide programming in the Park (i.e. maritime history & culture; visual arts; performing arts; refreshments/food, etc.)
5. **Recommend the characteristics of approval processes that fit different types of users, e.g. major users that operate/reserve space in the park for 5 or more days; occasional user requiring designated space (e.g., yoga), informal/spontaneous use (no approval needed)**
6. More?

V. Principles for Future Operating Agreements (examples for discussion)

1. Operating agreements should be in compliance with overall Master Plan (narrative, recommendations, physical space plan)
2. Agreements should be consistent with *Park Usage and Capacity Guidelines* in the Master Plan
3. Infrastructure improvements should be City-directed and City-owned
4. Should assure that unimpeded pedestrian access through the park be maintained at all times
5. Revenues generated through agreements/activities in the park should be used for maintenance costs and capital improvements for the Park.
6. All City ordinances will apply **(in addition to Deed Restrictions)**.
7. City goal is to minimize financial/commercial transactions in the Park. Limit to transactions directly related to quality of public experience for approved activity.
8. More?

VI. Recommended Provisions of Operating Agreements (beginning list for discussion)

1. Hours of operation
2. Nature and schedule of activities (type, frequency, # per day, etc.)
3. Capacity
4. Dimensions of space to be occupied
5. Responsibilities of the tenant
6. Responsibilities of the City
7. Sound/noise
8. Liability/insurance
9. Limitations or Prohibitions
10. Enforcement Mechanisms and Penalties
- 11. Required reports/Evaluation of performance**
- 12. Rent/fee/enhance \$**
13. Term (duration)
14. Relationships with/accommodations for/supports for other users
15. More?