



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 23, 2023**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. [Click here](#) for more information.

WORK SESSION

3:30 p.m. - Special Events Update
[Special Event Update 2023 Staff Report](#)
[Exhibit A: Special Event Calendar 2023 DRAFT](#)

4:30 p.m. - FY22 Library Annual Report
[Library FY22 Staff Report](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Library Coffee Shop Lease Update
[Library Coffee Shop Lease Staff Report](#)
2. Incentivizing Fire Sprinklers in Historic Residential Structures
[Incentivizing Fire Sprinklers in Historic Residential Structures Staff Report](#)
3. Communities That Care FY23 Financial Contribution
[CTC Contribution Staff Report](#)
4. 2022 Golf Season Recap and 2023 Season Update
[Golf 2022 Recap 2023 Season Update Staff Report](#)
5. 2023 Spring Runoff Preparations
[2023 Spring Runoff Staff Report](#)
[Exhibit A: Current Snowpack, Stream Gage Conditions, Long-Term Forecast](#)
[Exhibit B: 2023 Sandbag Incident Action Plan](#)
[Exhibit C: Examining Effects of La Nina on Local Conditions](#)
[Exhibit D: Runoff and Snowmelt Processes](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from March 2 and 3, 2023
[March 2, 2023 Minutes](#)
[March 3, 2023 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Shapeshift Terrain Parks to Redesign and Build the Park City Dirt Jump Park, in an Amount Not to Exceed \$110,000
[Dirt Jump Park Design/Rebuild Staff Report](#)
2. Request to Authorize a Seasonal Extension for Jans/White Pine Touring Nordic Services Located at the Park City Municipal Golf Course through April 9, 2023
[White Pine Touring Season Extension Request Staff Report](#)
[Exhibit A: White Pine Touring Request Email](#)
[Exhibit B: 2020 Concessionaire Agreement](#)

VI. OLD BUSINESS

1. Consideration of an Ordinance Amending Land Management Code Sections 15-2.13-2 Residential Development Uses, 15-2.14-2 Residential Development - Medium Density Uses, 15-2.18-2 General Commercial Uses, and 15-2.19-2 Light Industrial Uses Regarding Timeshares, Private Residence Clubs and Fractional Use of Dwelling Units.
(A) Application Withdrawn
[Withdrawal of Transient Use Land Management Code Amendment Staff Report](#)
2. Consideration to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with Vancon Inc., for the Construction of the 9th and 10th Street Stairs and Water Improvements Project in an Amount Not to Exceed \$1,423,161.00
(A) Public Input (B) Action
[9th and 10th Stairs and Water Contract Award Staff Report](#)
[Exhibit A: 9th and 10th Street Stairs & Water Area Map](#)

VII. NEW BUSINESS

1. Discuss Health Insurance Procurement
[Health Benefits Carrier Presentation](#)
2. Consideration to Approve the Funding Recommendations for the FY23 Mental Health Special Service Contracts for a Total Amount Not to Exceed \$60,000
(A) Public Input (B) Action
[Mental Health SSC Staff Report](#)
[Exhibit A: FY23 Mental Health SSC Recommendations](#)
3. Consideration to Approve Ordinance 2023-13, an Ordinance Amending Title 5, Government Records Access and Management Act, Chapters 1 and 2, of the Municipal Code of Park City
(A) Public Hearing (B) Action
[GRAMA Code Amendments Staff Report](#)
[Exhibit A: GRAMA Ordinance](#)
4. Consideration of City Policy for the Use of City Flagpoles, Buildings, and Resolutions for Government Expression
(A) Public Hearing

VIII. 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.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:30 p.m. - Special Events Update

Suggested Action:**Attachments:**

[Special Event Update 2023 Staff Report](#)

[Exhibit A: Special Event Calendar 2023 DRAFT](#)



City Council Staff Report

Subject: Special Event Update
Author: Jenny Diersen
Department: Special Events
Date: March 23, 2023
Type of Item: Work Session

Recommendation

Review and receive updates from the Special Events Department, including the 2023 calendar, and provide direction on the following:

1. 2023 Calendar Preview (Exhibit A);
2. Review the [recently implemented code changes](#) (specifically Community Identifying Events (CIE) and the potential adjustments;
3. Consider a few adjustments to Community/Civic Special Events:
 - a. Change the financial structure of PCMC support of local community/civic events special events instead of relying on grant funding that requires marketing outside Park City.
 - b. PC Fourth of July – Consider financial support for a drone show instead of fireworks.
4. Park Silly Sunday Market (PSSM) – Hold a policy discussion to provide direction to staff moving forward for PSSM and/or other forms of hosting a local market; and
5. Arts and Culture District – Temporary programming at the Arts and Culture District are without additional infrastructure is complicated and labor intensive. Without a considerable adjustment to the infrastructure, we do not recommend seasonal programming without additional capital investment. Hold a policy discussion to provide direction to staff moving forward.

These items are important considerations for the FY24 budget approval and consideration process underway. Any budget adjustments or implications will return to Council for a separate review.

Analysis

This winter, the Special Events Department was focused on two international events for the first time in three years (Sundance Film Festival and the FIS DV World Cup). We plan to return to Council in April for a Sundance Film Festival debrief and completed an internal debrief for FIS DV World Cup, customary for all Special Events.

Additional projects on our 2023 workplan include a long-term agreement with Park Silly Sunday Market (PSSM), Park City Kimball Arts Festival, event impact outreach, and regulating more than 60 event applications and event operations. We are also excited to support future Olympic conversations and provide logistical expertise and support.

Outside of Special Events, we also manage tenant leases at the library, rentals at Miners Hospital, filming inquiries and permitting, dining decks on Main Street leases, and the public art program and board.

We are working to modernize our processes, such as revamping the [Special Events website](#) and exploring ways to make our event application process less cumbersome. We currently use PDF applications and are reviewing software options that offer better customer service and reduce intake time for evaluation.

2023 Event Calendar Preview and Trends

The tentative 2023 Special Event Calendar is attached as **Exhibit A**. We are working with event organizers to align more closely with community values. Overall, we anticipate a reduced scale and the number of overall special events.

- We currently expect 56 events, compared to 71 in 2022. We anticipate receiving additional applications as the summer nears;
- Per section [4A-2-3\(H\)](#), [Event Level Limits](#) appear to be within the allotted amounts;
- Examples of events not continuing (applicant decision): Car Free Sundays, Wednesday Night Community Concert Series, Autumn Aloft, Uncorked at Recycle Utah, 20th Anniversary Celebration of Olympics, Bans Off Our Beehive First Amendment Event, Council Swearing In Ceremony, Team USA House, and YSA Olympic and Paralympic Parade; and
- We received six inquiries for new events. Some chose not to proceed as they do not align with our code, while others found private property in the County. We anticipate some, such as Pride Picnic, will proceed with the application process.

Feedback on Recent Code Changes

For many years, special events were an economic development tool to encourage year-round vitality during “off-months.” Special events are largely organized by local entities, such as art and culture festivals, sports teams, historical celebrations, neighborhood block parties, ski races, parades, and community concerts.

On September 15, 2022 ([report](#) p. 328/ [minutes](#) p. 19), City Council approved changes to section 4A of the [Special Event Code](#) to amend the permit process to regulate and mitigate impacts. We recognize some events bring economic benefits, but we prioritize those that focus on community values. We also work to balance the volume of the special events calendar and mitigate neighborhood impacts.

Community Identifying Events (CIE) Challenges

As part of our review process, applications may be defined as CIE ([4A-1-1.11\(B\)\(6\)](#)) and receive exceptions, such as allowance during [Peak and Local Times](#), and reduced application fees or eligibility for fee waiver. Special events not qualifying as CIE are still reviewed under our code but are not eligible for the noted exceptions.

To better evaluate CIE eligibility, we created a [CIE Application](#). Through evaluation, we are aware that some legacy local events will not meet the following code criteria:

Attendance is targeted primarily at local participation from Park City and Summit County residents, employees and businesses. A growth or marketing model to bring attendance from outside of Summit County is secondary to local attendance and participation.

We ask that Council confirm their intent with the CIE Category and consider amendments before we issue determinations.

| Example: Qualifies as CIE Event | Example: Doesn't Qualify as CIE Event |
|---------------------------------|---------------------------------------|
| Running With Ed | Deer Valley Music Festival |
| Tour De Suds | Park City Kimball Arts Festival |
| Back Alley Bash | Sundance Film Festival |
| Miners' Day | Extreme Soccer |

Community Events & Funding Strategy:

Special Events is supported by Service Providers that help our small team host and support community and civic events to bifurcate the producing and regulatory roles. Our contract expired in 2022, and we plan to publish a new RFP this spring to continue producing Fourth of July and Miners' Day.

Prior to publishing the RFP, we suggest Council consideration of Art District Programming, as well as Council's desired funding strategy for these events. As stated above, our financial support is derived mainly from outside grant funding, which notably requires us to promote and advertise in Salt Lake Valley. Creating a local funding structure without advertising requirements may will help focus on local and community participation and attendance.

Fourth of July: Fireworks, Drones and Funding

We began programming the Fourth of July Celebration in 2015 after the Park City Ambassadors, a volunteer arm of the Park City Chamber, dissolved. During this time, we helped refocus the event by bringing all festivities under one permit. We also require parade participation to be Park City or Summit County businesses, nonprofits or a local resident. This year's holiday falls on Tuesday, July 4, 2023.

For a variety of reasons, Park City has not produced fireworks since 2019. Although many communities continue using traditional fireworks, many moved to drone shows as a more sustainable and safer alternative. In one local example, the Canyons Village anticipates hosting both fireworks and a drone show for their celebration June 30 through July 4, 2023.

In the fall, representatives from Special Events and Police attended a drone demonstration put on by Cottonwood Heights for municipalities. While apprehensive at first, after seeing the organization and planning that goes into operations, Police is supportive of considering this option next year.

Special Events requested \$60,000 for a drone show in the FY24 Budget. Drone shows are considerably more expensive than Fireworks shows, which usually cost \$17,000. We intend to apply to the Park City Chamber's Sustainable Tourism Grant for the drone show, as we believe it strongly aligns with the grant program and understand it doesn't require marketing outside of Summit County. We also typically apply for a Restaurant Tax Grant for the Fourth of July Celebration Event Organizer, however, that grant requires marketing outside of Summit County to bring additional visitors.

Park Silly Sunday Market / A Market Long Term:

In 2022, we conducted [a survey regarding the Park Silly Sunday Market](#), and the feedback was split. Notably, the [Historic Park City Alliance \(HPCA\) does not support PSSM continuing](#) (p.49) in its current form.

On January 5, 2023 ([report](#) p. 183, [minutes](#) p. 9), City Council extended the [PSSM Agreement](#) for one year, including a reduced scope and scale (reduced to 11 days, lower Main Street Only – eliminate 5th Street, reduce noise, eliminate importers, take on bollard installation and pedestrian management). PSSM continues to go above the standard regarding sustainability and transportation requirements while offering important community, youth, and small business incubation.

Council supported exploring major changes for a market in 2024 and beyond, such as:

- Moving the location off of Main Street;
- Shortening the hours;
- Change the day of the week;
- Change months to May, September, and October (no event in June, July or August);
- Reduce the number of days held; and
- Re-evaluate vendor mix to focus on Wasatch Back and no compete with Main Street.

If City Council desires a market with the significant changes as outlined, we recommend an RFP to consider alternative market concepts for 2024 and beyond.

Arts and Culture Programming

City Programming in the District ([October 6, 2022 – report](#)) was moderately successful in 2021 and 2022 and took considerable staff time and effort. With a difficult location, we created community connections and promoted art and culture using small-scale activations.

Special Events recommends discontinuing community programming at the Arts and Culture District in its current form. If Council seeks programming and non-profit community use, we must consider further investment in semi-permanent infrastructure such as restrooms, staging, shade, benches, etc. Only as a placeholder, we submitted an FY24 capital budget request the temporary improvements required.

Funding

Special Event application fee increases were proposed in the FY24 budget. We anticipate that the fee increases, combined with changes to the fee reduction process (including retroactively limiting applicants to applying for Fee reduction no more than three times), will likely positively impact the General Fund.

Proposed Expenses (in FY 24 budget request):

| Item | Budget Request |
|---------------------------------------|----------------|
| Fourth of July Drone Show | \$60,000 |
| Park Silly Sunday Market / Market RFP | \$TBD |









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| Increase to Community Event Organizer contract | Additional funding required for events if we no longer pursue Restaurant Tax Grant for Fourth of July. |
| Arts and Culture District Improvements | \$150,000 (TRT) <i>*In addition to \$50,000 for Fall programming.</i> |

Exhibits

A 2023 Special Event Calendar

Exhibit A: Special Event Calendar 2023 (DRAFT)

Calendar Color Key:

-  ○ Yellow: Unpermitted Activities noted for coordination within City or other jurisdictions.
-  ○ Blue: Returning events
-  ○ Green: New events
-  ○ Navy: Event Application Deadlines
-  ○ Teal: Special events at Ski and Summer Resort Properties that do not require an event permit.
-  ○ Black: Local Times (only existing events and new Level one and two events will be considered, unless CIE).
-  ○ Red: Peak Times (only existing events will be considered, unless CIE. No new events).
-  ○ Orange: Events with a Contract – PSSM, Arts Fest, Sundance

January 2023

| January 2023 | | | | | | | February 2023 | | | | | | |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
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| Jan 1, 23 <div><div>From Nov 16, 22</div><div>PCSD Holiday Recess</div><div>Peak Time Period</div></div> | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 <div>Peak Time Period</div> | 14 |
| 15 <div>Peak Time Period</div> | 16 <div>8:00am MLK Jr Day (no school)</div> | 17 | 18 | 19 | 20 <div>Peak Time Period</div> | 21 <div>CORE Bar Activation (non-permitted) (Deer Valley Silver Lake Beach)</div> |
| 22 <div>Peak Time Period</div> | 23 | 24 | 25 | 26 | 27 | 28 |
| <div>Peak Time Period</div> <div>Sundance Film Festival 2023</div> | | | | | | |
| 29 <div>Peak Time Period</div> <div>Sundance Film Festival 2023</div> | 30 | 31 | Feb 1 | 2 | 3 | 4 |

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DV World Cup

Full Moon Snowshoe (McPolin Farm)

2023 FIS Freestyle NorAm Cup (non-permitted) (DV)

House of Range Rover Activation (non-permitted) (Deer Valley)

8:00am Range Rover House: Kimball Terrace

Lines of Sight Activation (non-permitted) (Deer Valley Silver Lake Beach)

8:00am Range Rover House: Kimball Terrace

Peak Time Period

Don Julio Tailgates & Tacos (non-permitted) (Deer Valley)

8:00am PCSD February Recess (no school)

House of Range Rover Activation (non-permitted) (Deer Valley)

8:00am President's Day (no school)

8:00am Range Rover House: Kimball Terrace

8:00am PCSD February Recess (no school)

8:00am Range Rover House: Kimball Terrace

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House of Range Rover Activation (non-permitted) (Deer Valley)

8:00am PCSD February Recess (no school)

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House of Range Rover Activation (non-permitted) (Deer Valley)

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8:00am PCSD February Recess (no school)

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March 2023

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| Feb 26 | 27 | 28 | Mar 1 | 2 | 3 | 4 |
| | | | | NAC's Red, White, and Snow (Various) | | |
| | | | | | | Cardboard Sled Derby (Park City Sports Complex) |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 6:30pm 2023 State of Park City (Park City Library's Santy Auditorium) | Reminder: SE April Deadline in 1 month | | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| PCCF's Solomon Fund Registration Event (Park City Library) | | | | High West Whiskey Lounge (DV) | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| High West Whiskey Lounge (DV) | | | | | | |
| 26 | 27 | 28 | 29 | 30 | 31 | Apr 1 |

April 2023

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|---|---|---|---|---|---|--|
| Mar 26 | 27 | 28 | 29 | 30 | 31 | Apr 1 |
| 2 | 3 | 4 | 5 | 6 | 7 SE App deadline (Events September-February) | 8 Park City Pond Skim (Park City Mountain) 8:00am PCSD Spring Recess (no school) |
| 9 8:00am PCSD Spring Recess (no school) | 10 8:00am Conference Compensation Day (no school) | 11 8:00am PCSD Spring Recess (no school) | 12 8:00am PCSD Spring Recess (no school) | 13 8:00am PCSD Spring Recess (no school) | 14 8:00am PCSD Spring Recess (no school) | 15 8:00am PCSD Spring Recess (no school) |
| 16 8:00am PCSD Spring Recess (no school) | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 DVR Closes PCMR Closes | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | May 1 | 2 | 3 | 4 | 5 | 6 |

May 2023

May 2023

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June 2023

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| Apr 30 | May 1 | 2 | 3 | 4 | 5 | 6 Moose on the loose (Quinn's) |
| 7 10:00am Annual Rain Barrel Distribution (Parking Lot by Ball Fields) | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 Running with Ed |
| 21 | 22 | 23 Midweek MTB Series (Bike Utah) (Round Valley Trails) | 24 | 25 | 26 Local Time Period | 27 |
| 28 Local Time Period | 29 Honor Society Memorial Day 5K (Dozier Field) 8:00am Memorial Day (no school) | 30 | 31 | Jun 1 | 2 | 3 |

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| June 2023 | | | | | | | July 2023 | | | | | | |
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| June 2023 | | | | | | | July 2023 | | | | | | |
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| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | | | | | | | |
| May 28 | 29 | 30 | 31 | Jun 1 | 2 | 3 | | | | | | | |
| | | | | | | | 8:00am PCSD Last Day of School & Graduation | | | | | | |
| | | | | | | | NAC Barn Party (NAC) | | | | | | |
| | | | | | | | Park City Trail Series (Quinn's) | | | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | | | | | |
| PSSM (Lower Main) | | | | | | | Local Time Period | | | | | | |
| | | | | | | | Round Valley Rambler | | | | | | |
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| Local Time Period | | | | | | | Local Time Period | | | | | | |
| PSSM (Lower Main) | | | | | | | Skate Park Concert Series (MTM) (City Park Skate Park) | | | | | | |
| | | | | | | | YBDIO (McPolin) | | | | | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | | | | |
| Local Time Period | | | | | | | Peak Time Period | | | | | | |
| PSSM (Lower Main) | | | | | | | Miner's Park Concert Series (Miner's Park) | | | | | | |
| | | | | | | | Skate Park Concert Series (MTM) (City Park Skate Park) | | | | | | |
| | | | | | | | Miner's Park Concert Series (Miner's Park) | | | | | | |
| | | | | | | | Pride Picnic? | | | | | | |
| | | | | | | | Savor the Summit (Main Street) | | | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | Jul 1 | | | | | | | |
| Peak Time Period | | | | | | | Local Time Period | | | | | | |
| Pride Picnic? | | | | | | | Skate Park Concert Series (MTM) (City Park Skate Park) | | | | | | |
| PSSM (Lower Main) | | | | | | | | | | | | | |

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| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--|--|-----------|---|--|---|
| Jun 25 | 26 | 27 | 28 | 29 | 30 | Jul 1 <div><div>Local Time Period</div><div>Miner's Park Concert Series (Miner's Park)</div></div> |
| 2 <div><div>Peak Time Period</div></div> | 3 | 4 <div><div>Fourth of July</div></div> | 5 | 6 | 7 <div><div>Local Time Period</div><div>DVMF</div></div> | 8 <div><div>Local Time Period</div><div>DVMF</div><div>Miner's Park Concert Series (Miner's Park)</div><div>Park City Trail Series</div><div>Skate Park Concert Series (MTM) (City Park Skate Park)</div></div> |
| 9 <div><div>Local Time Period</div><div>PSSM (Lower Main)</div></div> | 10 | 11 <div><div>Noches de Verano (South City Park/Pavilion)</div></div> | 12 | 13 | 14 <div><div>Local Time Period</div><div>DVMF</div></div> | 15 <div><div>Local Time Period</div><div>DVMF</div><div>Jupiter Peak 25K</div><div>Miner's Park Concert Series (Miner's Park)</div><div>Skate Park Concert Series (MTM) (City Park Skate Park)</div></div> |
| 16 <div><div>Local Time Period</div><div>PSSM (Lower Main)</div></div> | 17 <div><div>Beethoven Music Festival (South City Park/Pavilion)</div></div> | 18 <div><div>Noches de Verano (South City Park/Pavilion)</div></div> | 19 | 20 | 21 <div><div>DVMF</div></div> | 22 <div><div>DVMF</div><div>Miner's Park Concert Series (Miner's Park)</div><div>Skate Park Concert Series (MTM) (City Park Skate Park)</div></div> |
| 23 <div><div>PSSM (Lower Main)</div></div> | 24 <div><div>Beethoven Music Festival (South City Park/Pavilion)</div><div>Local Time Period</div></div> | 25 <div><div>Noches de Verano (South City Park/Pavilion)</div></div> | 26 | 27 <div><div>Park City Extreme Cup (City Fields, County Fields)</div></div> | 28 <div><div>DVMF</div><div>Miner's Park Concert Series (Miner's Park)</div></div> | 29 <div><div>DVMF</div><div>Miner's Park Concert Series (Miner's Park)</div></div> |
| 30 | 31 <div><div>Beethoven Music Festival (South City Park/Pavilion)</div></div> | Aug 1 | 2 | 3 | 4 | 5 |

Jenny Diersen

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3/20/2023 3:37 PM

| August 2023 | | | | | | | September 2023 | | | | | | |
|-----------------------|---|---------|---|---------------------------------|--|--|------------------------|----|----|----|----|----|----|
| August 2023 | | | | | | | September 2023 | | | | | | |
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | | | | | | | |
| Jul 30 | 31 | Aug 1 | 2 | 3 | 4 | 5 | Kimball Arts Festival | | | | | | |
| | | | | | | | Peak Time Period | | | | | | |
| | | | | | DVMF | DVMF | Park City Trail Series | | | | | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | Local Time Period | | | | | | |
| Kimball Arts Festival | Beethoven Music Festival (South City Park/Pavilion) | | | | DV Concert Series | Miner's Park Concert Series (Miner's Park) | | | | | | | |
| Peak Time Period | | | | | | Summer in the City Volleyball Tournament (City Park) | | | | | | | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | Local Time Period | | | | | | |
| Local Time Period | Beethoven Music Festival (South City Park/Pavilion) | | | PCHS Cross Country Invitational | Back Alley Bash | Mid Mountain 50K | | | | | | | |
| | | | | | | Miner's Park Concert Series (Miner's Park) | | | | | | | |
| | | | | | | Tiny Tri (PC MARC) | | | | | | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | Local Time Period | | | | | | |
| Local Time Period | Beethoven Music Festival (South City Park/Pavilion) | | Jazz in the Park (South City Park/Pavilion) | | Miner's Park Concert Series (Miner's Park) | NAC's Summit Challenge | | | | | | | |
| | | | 8:00am PCSD School Begins | | | | | | | | | | |
| 27 | 28 | 29 | 30 | 31 | Sep 1 | 2 | | | | | | | |
| Local Time Period | Beethoven Music Festival (South City Park/Pavilion) | | Jazz in the Park (South City Park/Pavilion) | | | | | | | | | | |
| | | | | | | | | | | | | | |

September 2023

September 2023

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

October 2023

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|-------------------|-------------|---------|---|----------|---------------------------------|--|
| Aug 27 | 28 | 29 | 30 | 31 | Sep 1 | 2 |
| | | | | | Peak Time Period | DV Concert Series |
| | | | | | | Park City Point 2 Point (Various Trails) |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Peak Time Period | Miner's Day | | Jazz in the Park (South City Park/Pavilion) | | Local Time Period | |
| PSSM (Lower Main) | | | Reminder: SE October Deadline in 1 month | | PCHS Cross Country Invitational | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Local Time Period | | | Jazz in the Park (South City Park/Pavilion) | | Peak Time Period | |
| PSSM (Lower Main) | | | | | | |
| Tour des Suds | | | | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| Peak Time Period | | | Jazz in the Park (South City Park/Pavilion) | | | |
| PSSM (Lower Main) | | | | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| PSSM (Lower Main) | | | Jazz in the Park (South City Park/Pavilion) | | Local Time Period | To Oct 1 → |
| | | | | | | Scarecrow Festival (McPolin Farm) |

Jenny Diersen

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3/20/2023 3:37 PM

| October 2023 | | | | | | | November 2023 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--------|--|---|----------|---|----------------------------|
| Oct 1 <div>Local Time Period</div> | 2 | 3 | 4 <div>Jazz in the Park (South City Park/Pavilion)</div> | 5 | 6 <div>SE App deadline (Events March-August)</div> | 7 |
| 8 <div>Local Time Period</div> <div>Domestic Violence March (Peace House) (Main Street Sidewalks)</div> | 9 | 10 | 11 | 12 | 13 <div>Local Time Period</div> | 14 |
| 15 <div>Local Time Period</div> | 16 | 17 | 18 | 19 | 20 <div>Local Time Period</div> | 21 <div>Shot Ski?</div> |
| 22 <div>Local Time Period</div> | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 <div>Halloween on Main</div> <div>Peak Time Period</div> | Nov 1 | 2 | 3 | 4 |

| November 2023 | | | | | | | November 2023 | | | | | | | December 2023 | | | | | | |
|---------------|--------|---------|-----------|----------|--------|----------|-----------------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| | | | | | | | Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | | | | | 1 | 2 | 3 | 4 | | | | | | 1 | 2 |
| | | | | | | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | | | | | | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | | | | | | 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | | | | | | | | | 31 | | | | | | |
| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | | | | | | | | | | | | | | |
| Oct 29 | 30 | 31 | Nov 1 | 2 | 3 | 4 | | | | | | | | | | | | | | |
| | | | | | | | PCCF Live PC Give PC? | | | | | | | | | | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | | | | | | | | | | | | | | |
| | | | | | | | Field of Honor? | | | | | | | | | | | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | | | | | | | | | | | | | | |
| | | | | | | | Field of Honor? | | | | | | | | | | | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | | | | | | | | | | | | | | |
| | | | | | | | Peak Time Period | | | | | | | | | | | | | |
| 26 | 27 | 28 | 29 | 30 | Dec 1 | 2 | | | | | | | | | | | | | | |
| | | | | | | | Peak Time Period | | | | | | | | | | | | | |

December 2023

December 2023

| Su | Mo | Tu | We | Th | Fr | Sa |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

January 2024

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
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| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------------------|------------------------|---------|-----------|----------|--------|-----------------------------------|
| Nov 26 | 27 | 28 | 29 | 30 | Dec 1 | 2 Electric Light Parade? |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 Santa Comes Down Town Lift? |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 Peak Time Period |
| 24 | 25 Peak Time Period | 26 | 27 | 28 | 29 | 30 Peak Time Period |
| 31 Peak Time Period | Jan 1, 24 | 2 | 3 | 4 | 5 | 6 |

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| January 2024 | | | | | | | February 2024 | | | | | | |
|------------------------|----|------------------|----|---------|----|-----------|---------------|------------------------|----|------------------|----|----------|----|
| January 2024 | | | | | | | February 2024 | | | | | | |
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | | | 1 | 2 | 3 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | | |
| SUNDAY | | MONDAY | | TUESDAY | | WEDNESDAY | | THURSDAY | | FRIDAY | | SATURDAY | |
| Dec 31 | | Jan 1, 24 | | 2 | | 3 | | 4 | | 5 | | 6 | |
| | | Peak Time Period | | | | | | | | | | | |
| 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | |
| | | | | | | | | | | Peak Time Period | | | |
| 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | |
| Peak Time Period | | | | | | | | Peak Time Period | | | | | |
| | | | | | | | | Sundance Film Festival | | | | | |
| 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | |
| Peak Time Period | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 28 | | 29 | | 30 | | 31 | | Feb 1 | | 2 | | 3 | |
| Peak Time Period | | | | | | | | | | | | | |
| Sundance Film Festival | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Library

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:30 p.m. - FY22 Library Annual Report

Suggested Action:

The Park City Library Director and the Park City Library Board would like to thank Mayor Worel and City Council for the opportunity to present the Library's FY22 Annual Report.

Attachments:

[Library FY22 Staff Report](#)



City Council Manager's Report

Subject: Library Annual Report, FY22
Author: Adriane Herrick Juarez
Department: Library
Date: March 23, 2023

The Park City Library Director and the Park City Library Board would like to thank Mayor Worel and City Council for the opportunity to present the Library's FY22 Annual Report.

The Library Board of Directors

The list of current Board Members can be found at:

<http://parkcitylibrary.org/about/library-board/library-board-members/>

The Park City Library Board of Directors, representing the residents of Park City, and working in partnership with the Library Executive Director, evaluates library services and community needs, establishes library policies, and helps set goals and objectives. Board members inform other community members about library services, needs, and accomplishments to foster a positive public image and inclusive community support.

The Park City Library Board of Directors consists of five to nine voting members. The Library Executive Director attends Board meetings but is not a voting member. Board members are appointed for three-year terms and may be re-appointed once. Individual Board members volunteer their time.

Annual Report

In FY22, the Library had 343,747 items in its collections, including print and digital items. We conducted 657 library programs for children, youth, teens, and adults, bringing 15,471 participants:

- 144,318 people visited the Library;
- 122,059 items were checked out;
- 6,511 public computer sessions were used;
- 39,030 Wi-Fi sessions were used; and
- 163,535 website visits took place.

As expected, in the 2022 Fiscal Year, visitation and circulation are beginning to return to pre-pandemic levels. The Library bustled with programs and services, and even saw a record number of checkouts, more than even prior to the pandemic.

Library Highlights:

- NEW LIBRARY CARD INITIATIVE – Library staff issued cardholders new, more secure, 14-digit card numbers per Utah State Library standards.
- COMMUNITY OFRENDA – The Library began a tradition of having an ofrenda to celebrate Día de los Muertos and educate the community about this cultural holiday. The community wrote notes to deceased loved ones and brought in photos to display in the Library's entry.
- STRATIGIC PLAN – a new three-year strategic plan was developed and approved that focused on user experience, inclusivity, community relationships, and lifelong learning. <https://parkcitylibrary.org/principles/>
- AMERICA'S STAR LIBRARY AWARD – Library Journal designated the Park City Library as one of America's Star Libraries. This is the second year in a row that the Park City has received this award, one of only 3 libraries in the state.
- TEEN ADVISORY BOARD – teen involvement proved strong and consistent during weekly meetings. The Teen Group volunteered over 75 hours at the library including an afterhours NASA event.
- QUIET BOOTHS INSTALLED – the Library received funding from ARPA Pandemic Response Grant distributed through the Utah State Library to install four quiet booths to help meet the demand for quiet workspaces. These were utilized consistently throughout the building.
- SUSTAINABILITY CENTER – the Library developed an innovative Sustainability Center with a grand opening celebration on Earth Day, when the community learned about sustainability with the Center's amenities and community partners
- MULTIGENERATIONAL PROGRAMMING – as part of Lifelong Learning, two literary tea parties welcomed patrons of all ages with engaging activities, tea, and light refreshments. This well attended program will now be an annual event.

The Library's Annual Report can be found in full at:

<https://parkcitylibrary.org/wp-content/uploads/2023/02/Annual-Report-FY-2022-web-version.pdf>

In addition, the Library focused on the 3-year strategic plan implementing the four pillars that include User Experience, Inclusivity, Community Relationships, and Lifelong Learning by accomplishing the goals of Refining User Experience, Becoming a KultureCity Venue, Establishing a Sustainability Center, and Expanding Teen Services.

The Library's Strategic Plan can be found in full at <https://parkcitylibrary.org/principles/>

Thank you to everyone who supported the Library in a year that saw the development of a new strategic plan that was presented as an example of excellence at the Utah Library Association Conference. The Library was honored to receive Quality Library Designation, the Library Journal Star Library Award, and the Utah State Library's Exemplary Service During COVID-19 Award. We appreciate the use and support of our new Sustainability Resource Center, intergenerational programs, and expanded resources. Thank you to City Council, the Library Board, and the Friends of the Library who support staff, the Library, and the community.

Looking Forward

Historically, oversight and contracting with building tenants has been managed by the Economic Development Department. The Library is contemplating taking over responsibility for the entire building and its tenants to create a cohesive team to manage all aspects of tenant relations. The Library also seeks to create more comprehensive oversight and management of meeting rooms, room technology, and a broader interface in regard to our events spaces. A budget request for FY24 has been made for the needed personnel support. In addition, the Library asked for additional funding for programming personnel.

Successful Library Reaccreditation

In FY2022, the Utah State Library Division continued Park City Library's accreditation with *Quality Library Status*, indicating that our library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, our organization is an active, involved, and vital part of the community providing essential resources. Quality Status qualifies the Park City Library to mentor other libraries. State accreditation makes the Library eligible to receive funds from the *Community Library Enhancement Fund* (CLEF).

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Library Coffee Shop Lease Update

Suggested Action:

Attachments:

[Library Coffee Shop Lease Staff Report](#)



City Council Staff Communications Report

Subject: Library Coffee Shop Lease Agreement

Author: Jenny Diersen

Department: Special Events

Date: March 23, 2023

The [Coffee Shop/Café Lease Agreement](#) at the Park City Library expires on June 1, 2023. The current tenant, Lukcy Ones, has been in the café space since 2018, and has expressed interest in continuing their lease. Their commitment to employ and empower individuals with disabilities is a tremendous fit with the City's social equity goals.

Per the last extension of the Agreement ([July 1, 2021](#)), we committed to a transparent process, where the City will release a Request for Proposals to procure the service. We anticipate coming back to City Council in May to award the contract for the Agreement. The selection committee will include staff from the Library, Special Events, and Budget Departments.

The RFP will continue to outline that Council desires a Café Lease Agreement that addresses the following items:

- Align with Council's goals surrounding social equity and nuero-diverse employment opportunities;
- Include opportunity for the purchase of wholesale coffee beans for City Hall and Public Works facitiles; and
- Require respondants to provide a profit and loss statement to address rent rates in relation to market value.

In addition to doing outreach regarding this opportunity to the current tenant and through normal RFP notification process on the [current Bids and RFP section of the City's website](#), we will inform the Park City Area Restaurant Association.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Building

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Incentivizing Fire Sprinklers in Historic Residential Structures

Suggested Action:

Informational

Attachments:

[Incentivizing Fire Sprinklers in Historic Residential Structures Staff Report](#)



City Council Staff Communications Report

Subject: Incentivizing Fire Sprinklers in Historic Residential Structures

Author: Cherie Wellmon

Department: Building

Date: March 23, 2023

During the City Council meeting on [September 15, 2022](#), Council discussed the challenges related to the lack of fire suppression systems in historic residential structures and specifically directed staff to investigate the feasibility of, and options for, incentivizing the addition of automatic fire sprinklers in historic residential structures.

The Building Team contacted the Park City Fire District (PCFD) to discuss opportunities to incentivize automatic fire sprinklers. The PCFD Fire Marshal advised us about the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant. This is a competitive grant, and Park City's Community Wildfire Protection Plan (CWPP) will help elevate our application. The FEMA Assistance to Fire Fighters (AFG) Grant is another possible funding source for these kinds of incentives. One of the AFG grant program objectives is "to support community resilience", and we are confident that adding fire suppression systems to historic structures supports this stated objective.

Funds granted through the BRIC or AFG programs would be available to all homes within Park City regardless of if new, existing, or historic.

We will continue to work with PCFD and the City Emergency Manager to navigate the grant possibilities and return with additional information.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Communities That Care FY23 Financial Contribution

Suggested Action:

Attachments:

[CTC Contribution Staff Report](#)



City Council Staff Communications Report

Subject: Communities That Care FY23 Financial Contribution Summary
Author: Matthew Dias
Department: City Manager
Date: March 23, 2023
Type of Item: Informational

City Council approved \$120,000 to support mental health services during the FY23 Budget process, which began July 1, 2022. A \$60,000 financial contribution, or half of the amount authorized, was issued to Communities That Care (CTC) through the Park City Community Foundation, using the same budget approval process as FY21 and FY22. Park City and [Summit County contributed](#) to CTC in 21 and 22 to help them obtain a Federal matching grant for local services.

The remaining \$60,000 budgeted in FY23 was made available for Mental Health Special Service Contracts (SSCs) and is planned for Council consideration on March 23, 2023, at a Regular Council meeting.

For additional background, on April 28, 2022, Council discussed the overall state of Mental Health Funding, past practices, and how to support CTC's matching grant for one additional year. Although Council directed \$120,000 toward mental health overall for FY23, a one-year CTC funding plan for \$60,000 was discussed as a way to support both the Mental Health SSCs and also enable CTC to continue to meet its Federal matching grant requirement.

As directed, we went back and reviewed Council discussions regarding mental health funding. The [minutes](#) and [audio recording](#) from April 28, 2022, particularly, were instructive. The discussion reflects Council Members preferring '*continuity of care*' and not wanting '*gaps in service*'. It also reflects a desire for a '*competitive process*' aligned with the SSC approach. Based upon the discussions, we interpreted the requests for '*continuity of care*' and '*no gaps in service*' during Council's comments as Council support to accomplish both tasks; fund a one-year allocation to match CTC's grant so funding was not lost, yet also conduct a complimentary SSC process. The CTC check was issued in July 2023.

I regret any confusion created by the bifurcated funding approach and the lack of opportunity for those seeking additional opportunities to provide direction and discussion prior to the CTC check issuance. I take responsibility and will try to obtain more specific Council direction when it appears the City Council is divided on a particular issue.

Recently, CTC's Executive Director resigned, and the Community Foundation is working on reviewing CTC's work and contemplating how to move forward. We will coordinate with the Mayor and plan to share information as soon as possible.

For FY24, standing Council direction is to restore \$120,000 and fund all mental health services through competitive SSCs. The goal remains a standardized process whereby all mental health entities must compete for available SCC funding. Accordingly, the City Manager's DRAFT Recommended Budget currently includes a \$120,000 allocation.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Golf Course

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2022 Golf Season Recap and 2023 Season Update

Suggested Action:

Attachments:

[Golf 2022 Recap 2023 Season Update Staff Report](#)



City Council Staff Communications Report

Subject: 2022 Golf Season Recap, 2023 Update
Author: Vaughn Robinson, Golf Course Manager
Department: Golf Course
Date: March 23, 2023

Each year, a significant amount of time and preparation is invested into the opening day of the Park City Golf Course. Last year, we planned to open on April 19, 2022 but a blanket of snow kept us closed for 3 additional days. Despite the delay, the 2022 season was tremendously successful, and revenue was consistent with previous seasons. Rate increases in green fees continued to impact gross revenues positively despite increased inflationary costs of retail merchandise, parking and staffing challenges, and pink snow mold on some of our greens, we had arguably our best year ever!

Tee Times

We program tee time intervals at 9 minutes apart to balance the opportunity for people to play, revenues, and pace. Tee times can be made 8 days in advance online and 7 days in advance over the phone. If golfers didn't make their tee times 8 days in advance, the only tee times available are later in the afternoon.

Larger groups and pre-book reservations were minimized recently to help maintain availability for locals to take advantage of the daily fee golf. This comes at a cost as Lodging/Pre-book groups pay a premium and predictable fee of \$90.00 per player versus a Non-Resident at \$76.00 or Resident at \$40.00 (this fee can be lower due to walk-on and whether they walk or ride).

Fees

Park City Golf Club is one of the premier public golf courses in the state of Utah. While trying to maintain an affordable amenity for Park City residents, 2023 fee increases are being contemplated to remain competitive with surrounding golf courses yet cover our costs and continue the prioritization of residents. Increased costs for retail merchandise, golf cars, mowers, fertilizers, wages, and pricing similar to other golf courses are some of the factors that went into our increase analysis below.

Current Green Fees Compared to 2023 Recommended Green Fees (inc. cart)

- Resident 18 Hole - \$56 - increase to \$60
- Utah Resident 18 Hole - \$66 to \$75
- Non-Resident 18 Hole - \$76 to \$85
- Lodging/Pre-book 18 Hole - \$90 to \$100

Golf Rounds

Golf rounds played were similar to the previous year. Last year, however, we had several more severe weather days prohibiting play, and we lost the final three weeks of the season due to snow and cold temperatures. Overall rounds are still 10-12% higher than a typical year before the record-breaking 2020 COVID year.

- 2019 golf season - 28,384 eighteen-hole rounds.
- 2020 golf season - 40,409 eighteen-hole rounds.
- 2021 golf season - 33,861 eighteen-hole rounds.
- 2022 golf season - 33,620 eighteen-hole rounds.

As a result, we are proactively working to reduce specific types of rounds to continue to prioritize tee times for local Park City residents.

Golf Cars

In August of 2021, we received our new golf car fleet. Since then, the cost of a new fleet has increased by 20%. Given that cars only last four to five years due to our utilization and rounds played, we believe an increase by \$1.00 for 9 holes and \$2.00 for 18 holes is sufficient to begin building our replacement balance. In addition, the increase puts our pricing in line with other courses in the Salt Lake area.

- In 2019, we had 21,947 golf car rentals for \$255,000 in revenues.
- In 2020, we had 27,992 golf car rentals for \$328,000 in revenues.
- In 2021, we had 25,970 golf car rentals for \$336,000 in revenues.
- In 2022, we had 26,592 golf car rentals for \$332,844 in revenues.

Retail Merchandise

The golf course is still experiencing strong demand for merchandise. The cost of goods sold is increasing across the board for a variety of reasons. To maintain retail pricing similar to the past, we have absorbed some of these cost increases into our retail pricing, which has decreased profit margins slightly. We believe this remains manageable but will increase prices slightly this year to ensure the sales offset all our costs and yet our merchandise is still affordable and appropriate.

- 2019 Retail Sales - \$194,106
- 2020 Retail Sales - \$202,688
- 2021 Retail Sales - \$265,085
- 2022 Retail Sales - \$279,736

Food and Beverage

Originally the beverage cart was leased to a vendor for approximately \$2,400 per season. Due to complaints about not being on the course regularly and feeling that PCMC can provide a higher level of service, we brought F&B in-house in 2014. No prepared foods are sold on the golf cart, just packaged goods like nuts and candy as well as Water, Powerade, Coke, and Beer. Sales continue strong growth over time.

- 2019 Gross Sales - \$53,155
- 2020 Gross Sales - \$36,409
- 2021 Gross Sales - \$67,683
- 2022 Gross Sales - \$71,799

- Total Gross Sales since 2014 - \$536,311

Staffing

The golf course has always been proud to have extremely high seasonal staff retention and strong relationships with our patrons. Unfortunately, the staff turnover rate in 2022 was higher than in years past. For Golf Maintenance and the Golf Shop, recruitment took longer than in past seasons to fill vacant positions. Golf Maintenance lost 6 employees to either moving away, retiring or accepting full-time jobs in other fields. The Golf Shop lost 2 starter positions and 2-morning golf car procurement positions and battled maintaining range attendants between vacations and students returning to school.

Despite these difficulties, the Golf Shop was able to hire 2 new starters who are a great fit and will hopefully return for years to come. Wages for maintenance personnel have been adjusted to make the job more attractive to potential suitors and competitive with other courses.

Revenues

A cooler May, a few snowstorms, and then some untimely rain hitting mid-day versus in the evening during the summer months limited some revenues. Small rate increases in 2022 contributed to offsetting the minor decrease in rounds. Yearly golf Revenue:

- 2017 - \$1,621,361
- 2018 - \$1,705,400
- 2019 - \$1,583,147
- 2020 - \$1,972,049
- 2021 - \$2,145,681
- 2022 - \$2,191,690

Parking

Last year we allocated considerable time and energy to manage the overflow parking area, reduce our impacts on the surrounding neighborhood, and balance the sometimes competing interests of hotel, restaurant, employee, neighborhood, and golf course patrons. Our clubhouse and front desk are not designed to observe the overflow parking area easily. As a result, on a few occasions, overflow parking was inconsistent with our approved temporary parking plan. On balance, however, we undertook great efforts to meet the terms and conditions of our 2022 temporary parking plan approved by City Council, and think we made major gains compared to the previous year.

Given the extremely sensitive environment regarding overflow parking overall, we are not requesting the use of the overflow parking area this season. Without use of the overflow parking area, we anticipate an initial barrage of customer service complaints, mostly from regulars grown accustomed to utilizing the area. Our proposed green fee increases were contemplated with this change in operations in mind, and that some may seek alternatives if/when parking is not easily found.

Finally, irrespective of the parking challenges, we plan to continue an aggressive program of incentives to help reduce the prevalence of single-occupancy use and promote transit and carpooling.

Challenges for this upcoming season

- Additional evaluation of spreading out tee times to preserve the quality playing environment and experience without losing too much revenue;
- Customer service complaints due to fee increases aimed to support Park City resident play over Utah-Resident, Non-Resident, and Tournament/Lodging rounds;
- Replacing Rental Club Inventory and maintenance costs;
- Evaluating irrigation infrastructure/timing of major system overhaul;
- Continued labor recruitment and retention challenges; and
- Parking Management and parking space availability.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2023 Spring Runoff Preparations

Suggested Action:

Attachments:

[2023 Spring Runoff Staff Report](#)

[Exhibit A: Current Snowpack, Stream Gage Conditions, Long-Term Forecast](#)

[Exhibit B: 2023 Sandbag Incident Action Plan](#)

[Exhibit C: Examining Effects of La Nina on Local Conditions](#)

[Exhibit D: Runoff and Snowmelt Processes](#)

City Council Staff Communication

Subject: 2023 Spring Runoff Preparations
Authors: Troy Dayley, Linda Jager, Mike McComb
Departments: Public Works, Community Engagement, and Emergency Management
Date: March 23, 2023

Summary

The following is an information report regarding the collaborative work underway to support the 2023 spring runoff outlook and City preparations.

Background

The 2022-23 winter produced a significant amount of snowpack that will increase the spring runoff intensity, typically from mid-April to early June. With this year's snowpack reaching 173% of the 1991-2020 average, we wanted to share information on current conditions and flood preparation plans underway and coordinated with other entities (state and local).

Current snowpack and stream gage conditions are listed in **Attachment A**.

Preparation

In preparation for a faster-than-expected melt, the Streets and Stormwater inspect 27 key locations 2-4 times per day throughout the spring runoff. We will have sandbags ready for residents to pick up beginning April 3rd. As the runoff season progresses, Public Works will place heavy equipment at four key locations where floating debris could obstruct water flows. See **Attachment B** for sandbag information.

Regional Collaboration

Park City is participating in a multi-agency coordination and communication effort. On March 7, a regional planning meeting included representatives from:

- Summit County Administration, Sheriff's Office, Health Department, Public Works, Engineering, Public Lands, Emergency Management
- Park City Fire District
- Park City Stormwater, Park City Public Works, Emergency Management
- Oakley City, Public Works
- Coalville City
- State of Utah/Forestry, Fire & State Lands
- State Fire Marshall's Office
- Utah State Division of Emergency Management
- NOAA/National Weather Service Salt Lake City Field Office
- Private Sector Businesses
- Rocky Mountain Power
- Pipeline Operators

- Water & Wastewater Providers

At this meeting, State hydrologists and meteorologists provided a soils condition report and outlook regarding the spring warmup anticipated for Summit County. The County engineer reviewed County Floodplain maps and identified critical nodes in the water infrastructure. Public Works officials from Summit County, Oakley, and Park City updated the group on their mitigation and preparedness activities as well as response capabilities. Some key takeaways from this meeting included:

- Summit County Public Works will share information regarding needed and possible shared resources through County Emergency Management.
- Public Works entities are pre-positioning response equipment and resources in strategic locations which have been predetermined to have increased flood risk.
- Summit County and Park City Emergency Managers will coordinate with National Weather Service Hydrologists and Meteorologists regarding weather outlooks and forecasts to anticipate specific events. National Weather Service is able to provide spot forecasting for specific areas.

Should damages occur, Summit County and impacted jurisdictions will need the ability to collect damage assessments and file the proper paperwork to support a disaster declaration.

Park City Communications

The City's Community Engagement team has created a comprehensive communications plan to ensure residents and businesses know the impacts and resources during a potential flood event. The team will utilize print, social media, digital, and text platforms to provide timely information in English and Spanish. Messaging will also include and coordinate with Summit County. Outreach will also include details on the City's sandbag program, including pick-up locations and opportunities to volunteer for sandbagging events.

Attachment C provides a brief overview of the impact La Niña conditions had on our area during the winter of 2022-2023, as well as model predictions for the coming year.

Attachment D provides a reference for the runoff/snowmelt process.

Attachments

- A –Current Snowpack, Stream Gage, and Long-Term Forecast Information
- B - Stormwater/ Streets Department SANDBAG PICK-UP INFORMATION SHEET
- C – Examining the Effects of La Niña on Local Conditions, Winter 2022-2023
- D – National Weather Service Infographic 'Snowmelt Processes'

Current Snowpack, Stream Gage, and Long-Term Forecast Information Current as of March 17, 2023

Snow Telemetry

The [U.S. Department of Agriculture's snow telemetry \(SNOTEL\)](#) site at Thaynes Canyon (located at 9230 feet altitude) is currently measuring snow water equivalent (SWE) at 33.6 inches as of March 17, up from 30.8 as of March 10. For reference, the 'high water mark' for March 17th was set in 2005 at 34.2 inches SWE. See Figure 1, below.

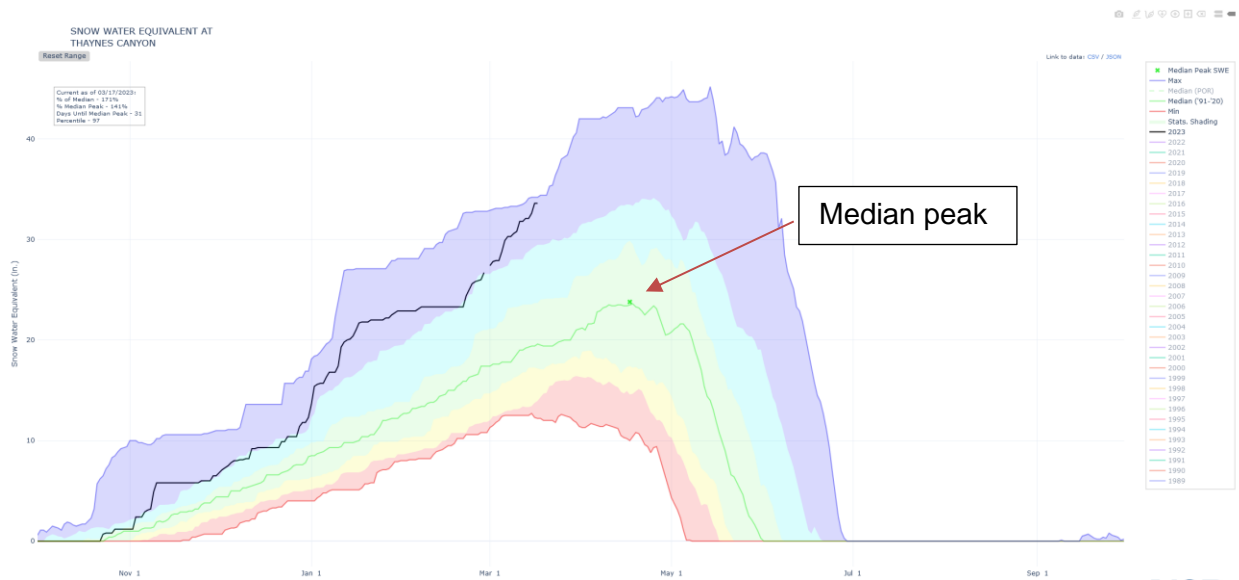
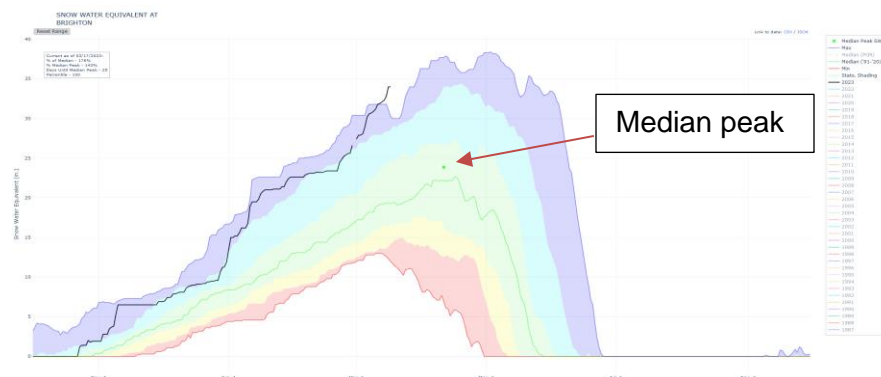


Figure 1



The Brighton SNOTEL site (located at 8750 feet) shows a SWE of 34.0 inches as of March 17, breaking the 30-year record for this date previously set in 2017 at 30.3 inches. See Figure 2.

Figure 2

Snow Water Equivalent (SWE) is a common measurement of the amount of water contained in snowpack. It can be considered as the depth of water that would theoretically result if the whole snowpack instantaneously melted. The snow water equivalent is the product of snow depth and snow density. New snow commonly has a density of around 8 to 10% of water. Once the snow is on the ground, it will settle under its own weight (largely due to evaporation) until its density is approximately 30% of water. — [State of Wyoming 'Snow Surveys'](#)

Streamflow

Streamflow conditions from local gages operated by the U.S. Geological Service indicate:

- McLeod Creek, just north of the western point of Quarry Mountain, north of Highway 224, gage height fluctuating between 6.25 to 6.47 between March 10-17 (minor flood stage is 8.9 feet). See Figures 3 and 4 below.

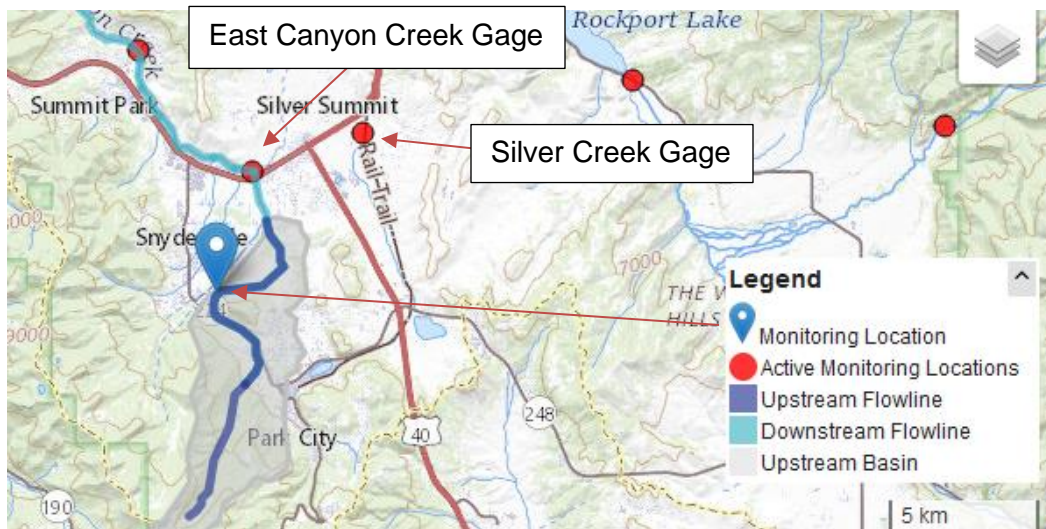


Figure 3

McLeod Creek Near Park City, UT

March 10, 2023 - March 17, 2023

Gage height, ft ⓘ

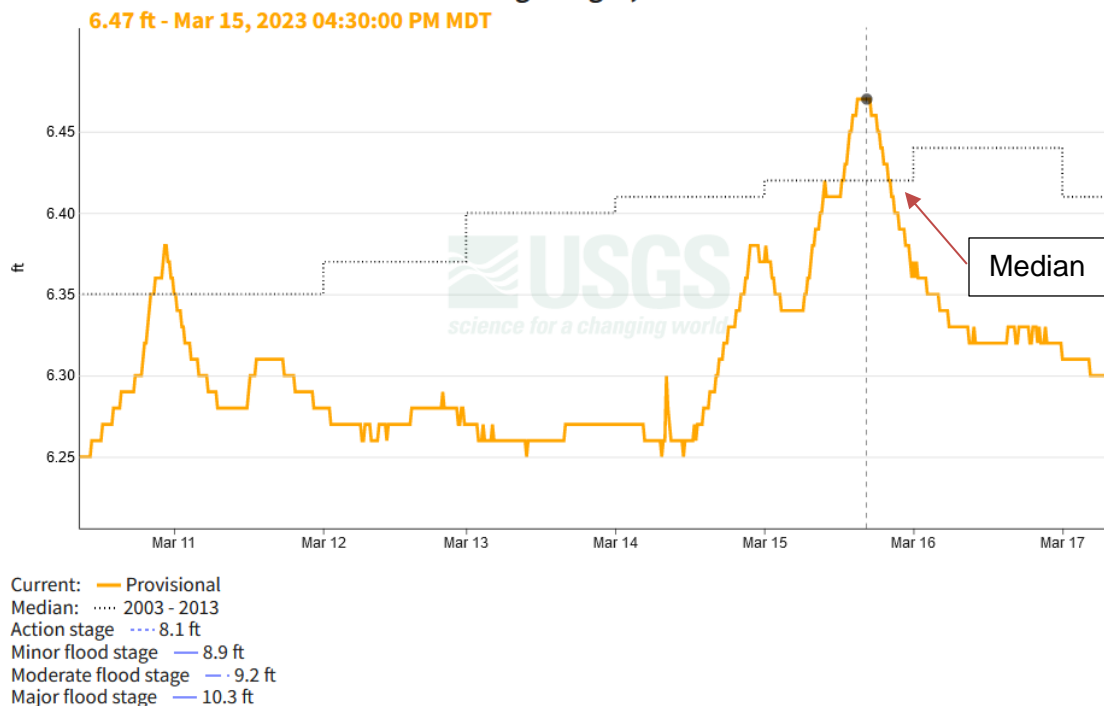


Figure 4

- East Canyon Creek, just north of I-80 and west of the Highway 40 overpass, gage height fluctuating between 5.27 and 5.54 feet, the week of March 10 and 17, with a peak of 5.72 on March 11 (flood stage is 9.3 feet).
- Silver Creek near Silver Springs Junction, gage height fluctuating between 7.46 and 5.18 feet with week of March 10-17 (flood stage is 9 feet), with a peak of 8.08 on March 10. Of note, this gage did measure stream flow surpassing the preset 'Action Level' of 7 feet on March 10th, associated with heavy rains.

Temperature and Precipitation Outlook, March through June 2023

Longer term outlooks provided by the Great Basin Coordination Center forecast the possibility of *below-average temperatures* and *average precipitation* levels through March. *Normal to above-average temperatures* and *normal to above-average precipitation* are possible in April. *Above average temperatures* are possible in May, with *average precipitation*, and *average temperatures and precipitation* forecast for June. See Figure 5.

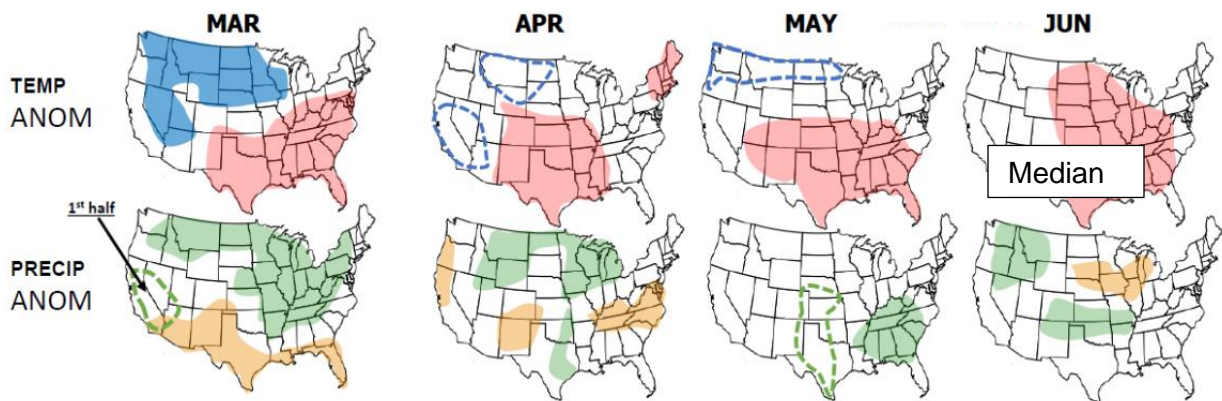


Figure 3

Stormwater/ Streets Department SPRING RUNOFF INCIDENT ACTION PLAN

2023

SANDBAG PICK-UP INFORMATION SHEET

The possibility of flooding from the spring runoff is real. In the event of isolated flooding Park City Municipal Corporation (PCMC) is prepared to respond to flood emergencies. To this end, PCMC will keep a number of filled and unfilled sandbags on hand, to be made available for use by Park City residents and businesses.

Sandbags are intended for use by Park City residents and businesses only, to reduce flooding on residential or business property. Property managers requesting sandbags must identify the property location where sandbags will be used at the time of pick up. Out of respect for others who may need sandbags as well, residents are requested not to hoard or stockpile sandbags for future use.

Sandbags are available at the Park City Public Works front desk located at 1053 Iron Horse Drive, 435-615-7263 (SAND). When calling the sandbag hotline, leave your name, number, Park City (84060) address, and when you want to pick up your bags.

Sandbag Request Information

- Name of resident
- Proof of Park City residence required
- Address and Phone Number of resident utilizing bags
- Quantity of sandbags requested. Please NOTE:
 - Residents may pick up 25 sandbags prefilled by PCMC at no charge;
 - If an address requires additional sandbags, the resident will be required to fill bags themselves, or purchase them for a nominal fee.

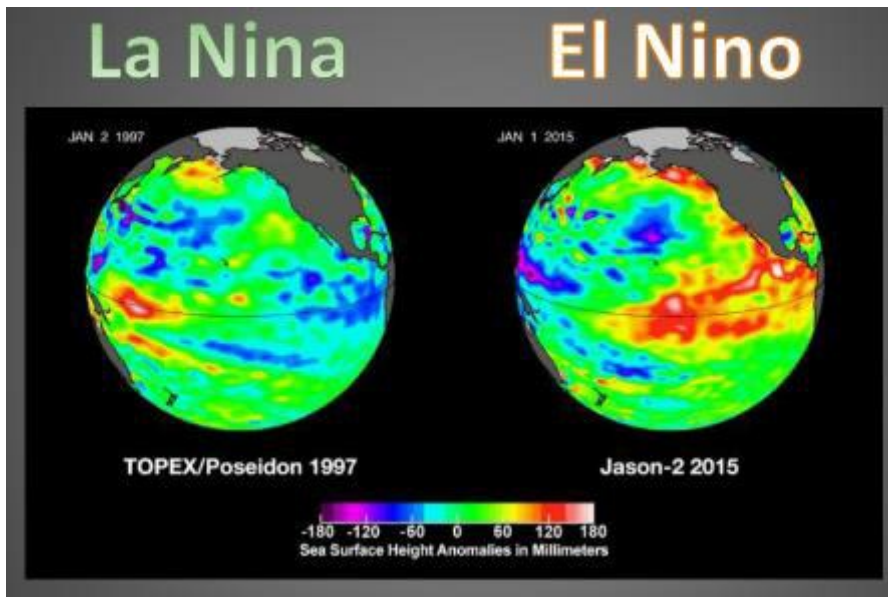
Restrictions:

- PCMC will not load sandbags to order unless a severe flooding event occurs.

PCMC may place pallets of sandbags in specific areas that are flooding or may imminently experience extreme flooding.

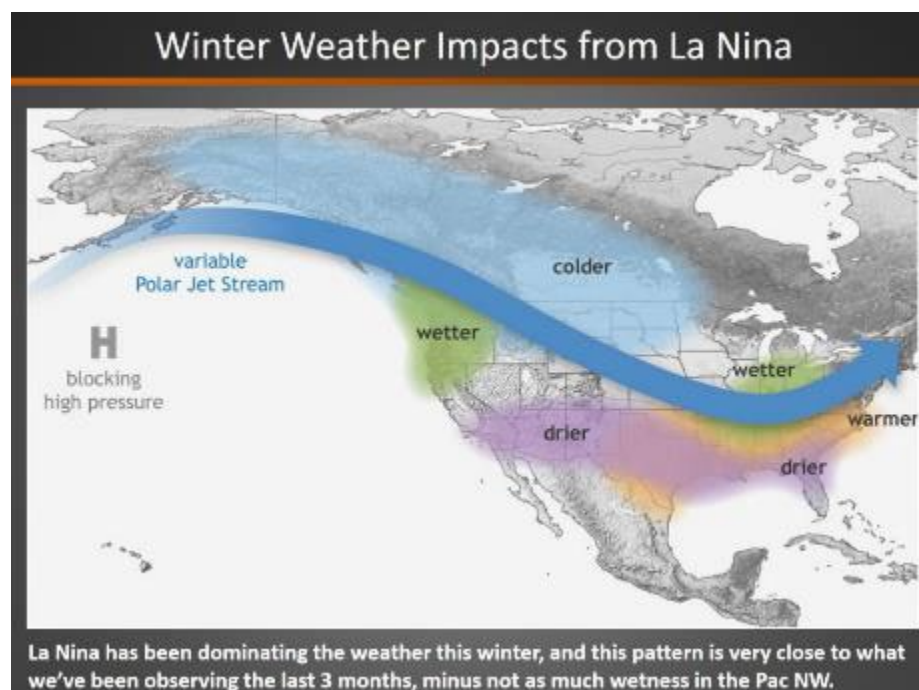
Examining the Effects of La Niña on Local Conditions, Winter 2022-2023

First identified in the 1930s, El Niño is an atmospheric condition in the eastern Pacific, characterized by relatively warmer sea surface temperatures along the equator closer to the Central and North American coastlines. By contrast, La Niña sea surface temperatures are found much further west in the mid-Pacific Ocean. These conditions tend to oscillate and can vary year to year or remain in place for years.



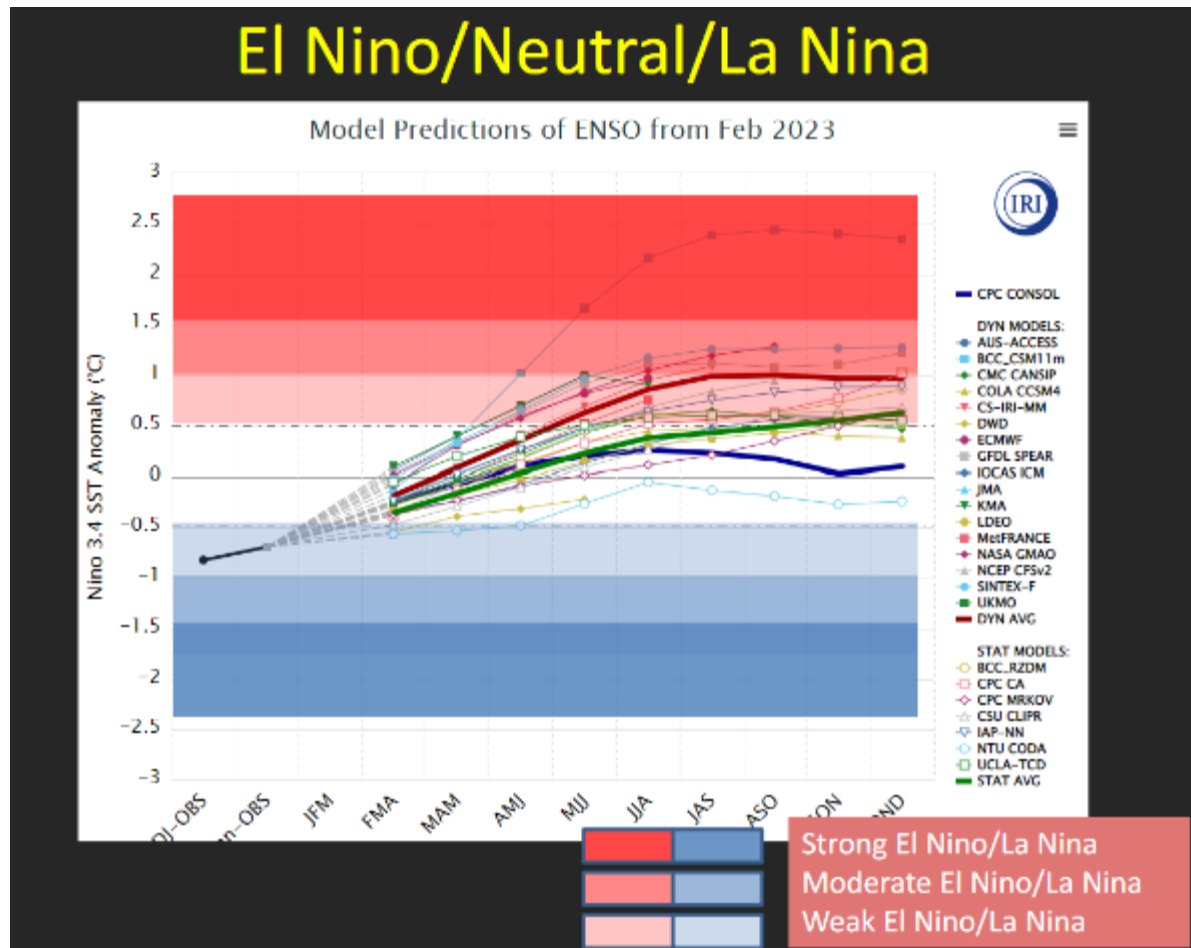
The differing pressure gradients created by La Niña conditions produce a definable directional change in the jet stream pattern over the continental United States, bringing atmospheric changes such as colder air to our north, and generally wetter conditions to our west.

This was the pattern in place during winter of 2022-2023.



Looking Ahead: Forecasting El Niño

Weather models are reaching more of a consensus leaning towards predicting formation of a weak-to-moderate El Niño pattern beginning in the fall of 2023. This shift from weak La Niña conditions may have a noticeable difference between current conditions to those next winter.

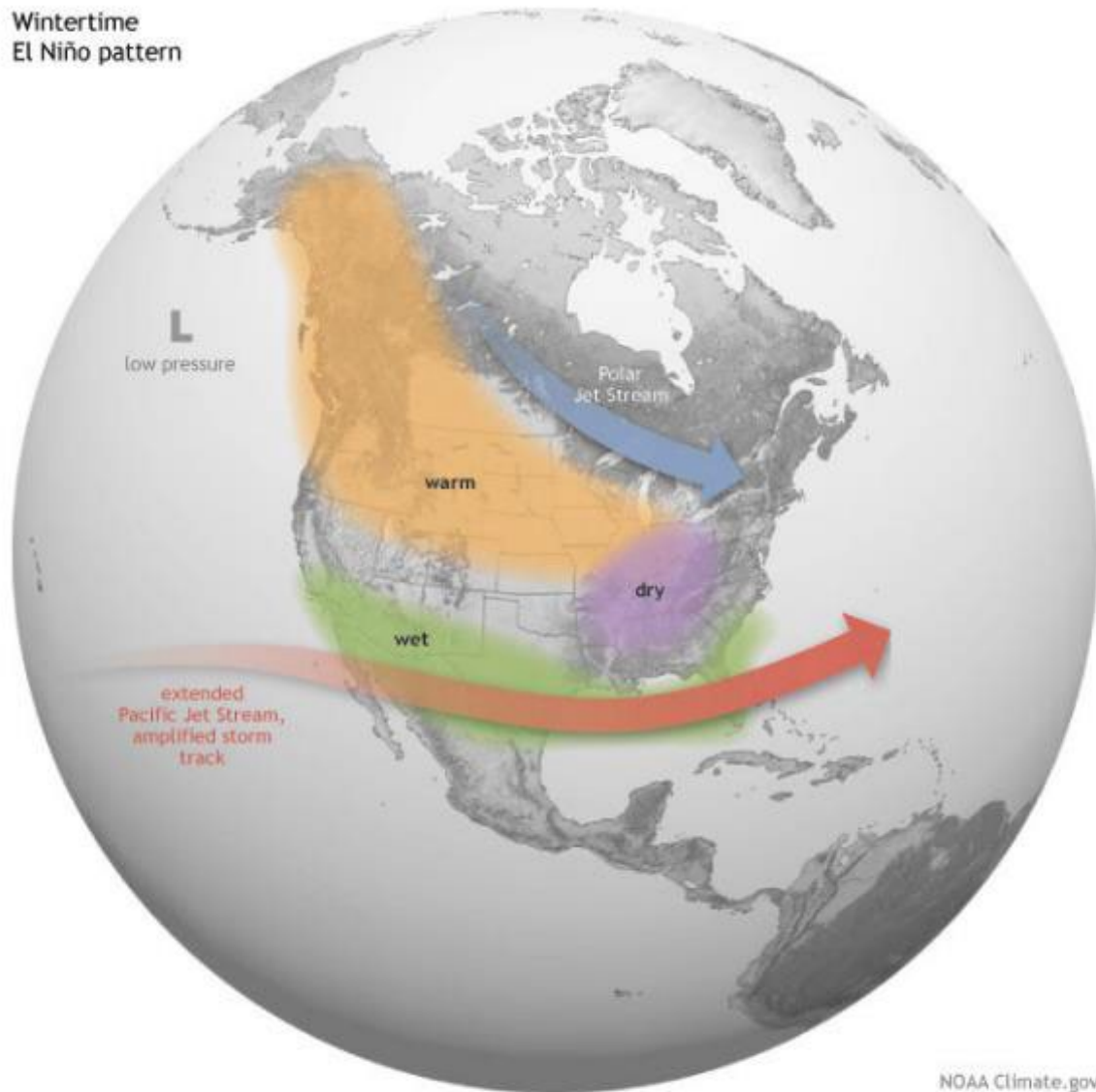


So What?

“In general, El Niño related temperature and precipitation impacts across the United States occur during the cold half of the year (October through March). The most reliable of these signals (the one that has been observed most frequently) is wetter-than-average conditions along the Gulf Coast from Texas to Florida during this 6-month period.” NOAA Climate.gov

In brief, El Niño conditions generally entail warmer and drier-than-average conditions for northern Utah.

Wintertime
El Niño pattern



Average location of the Pacific and Polar Jet Streams and typical temperature and precipitation impacts during the winter over North America. Map by Fiona Martin for NOAA Climate.gov.

SNOWMELT PROCESSES

During certain times of the year, water from snowmelt can be responsible for almost all of the streamflow in a river. It's important for hydrologists to understand these processes in order to accurately forecast river floods.

FLOOD SCIENCE

Snowmelt Processes



Snow Distribution

The path that weather systems take is the most important factor in determining snowpack, but terrain and vegetation also influence how snow accumulates on the ground.



Snowpack Characteristics

The temperature and the amount of water (snow water equivalent) in the snowpack are important to the melting process. Before rapid melting can occur, the snowpack as a whole needs to be warmed to 32°F.



Snow Energy Exchanges

Incoming solar radiation, emitted longwave radiation, turbulent transfer of heat, ground conduction, and heat transferred during rainfall are all important factors in heating or cooling the snowpack.



Weather Factors

Strong winds and high dew point temperatures aid in melting by limiting the effects of evaporative cooling and allow the layer directly above the snowpack to remain warm due to turbulent mixing. Rain falling on a snowpack can accelerate the melt process, as



Where the Water Goes

Once rapid melting begins, the water will either infiltrate into the soil, run off into streams and other bodies of water, pool in place and potentially refreeze as ice, or a combination. Ice jam flooding can occur if the river channel has excessive ice cover.

[WEATHER.GOV/FLOOD](https://www.weather.gov/flood)



Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from March 2 and 3, 2023

Suggested Action:

Attachments:

[March 2, 2023 Minutes](#)

[March 3, 2023 Minutes](#)



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

March 2, 2023

The Council of Park City, Summit County, Utah, met in open meeting on March 2, 2023, at 9:00 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

Mayor Worel opened the meeting and stated the topics on the agenda were issues the Council wanted to discuss further. She noted Council Member Rubell was temporarily excused.

I. ROLL CALL

| Attendee Name | Status |
|--|---------|
| Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder | Present |
| None | Excused |

II. PUBLIC INPUT

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Randy Barton stated Salt Lake City built Abravanel Hall and it was dedicated to the arts. Ballet West needed a home and the Capitol Theatre was converted by Salt Lake City. He thought those assets brought restaurants and other amenities to the area. He reviewed other efforts made to support the arts by Salt Lake City. He transitioned to talking about the arts in Park City and the beginnings of the Kimball Art Center (KAC), Egyptian Theatre, KPCW, and Sundance. He saw the City put money into recreation, open space, and trails. Now was the time to make arts and culture a priority.

1 Jo Ann Stack-Askins promoted the arts in Park City. She gave an example of how arts
2 brought the community together and stated art helped break down barriers. She
3 asserted the City needed to do better than where the KAC was currently located. She
4 asked Council to support the arts.

5
6 Karen Urankar indicated she also was advocating for the arts in the community. She
7 thought kids needed exposure to the arts. They also needed to participate with art. She
8 was grateful that Council was considering how to use the Bonanza Park space. She
9 also thought the Ironhorse and Snow Creek area could be reimagined as well.

10
11 Angela Moschetta stated the arts and culture district sounded like a good idea, but the
12 reality didn't make it appealing. Transportation and housing issues ruled the community.
13 She stated Future IQ had partnered with MKSK to do a feasibility study. She noted
14 Council Member Doilney asked if the community wanted an arts and culture district. She
15 suggested making the Brew Pub Lot a home for Sundance and the City Hall a place for
16 KAC. She asked the Council members to pause the feasibility study and put the
17 question on the ballot.

18
19 Jocelyn Scudder, Director of Park City and Summit County Arts Council, advocated for
20 arts and culture and asserted that was one reason she came to the area. She referred
21 to Vision 2020 and noted the energy after that process. The City passed the Transient
22 Room Tax (TRT) for the arts and she thought that was a win for artists. She thought the
23 City supported the arts and now people were saying the visioning process showed arts
24 wasn't a priority. She indicated there was a need to invest in a community arts and
25 cultural center in the Bonanza Park area.

26
27 Aldy Milliken, KAC Executive Director, encouraged Council to approve the MKSK
28 contract. The City was in a different place than it was a few years ago. These experts
29 had experience in the cultural sector. He thought the study would be a good reset. He
30 didn't think KAC moving back to Main Street was the best option and he wanted to see
31 what the experts recommended.

32
33 Megan McKenna, Mountainlands Community Housing Trust Housing Resource Center,
34 stated there was a meeting yesterday where J1 employees were discussed. She
35 thought the issues revolved around the affordable housing crisis. She also thought the
36 traffic problem was impacted by the lack of housing.

37
38 Devery Harper discussed the need for childcare. She was fortunate enough to be in PC
39 Tots, but there was a big waitlist. She thought the workforce shortage was due to lack of
40 childcare options.

41
42 Joel Lazrow thanked Council for being transparent and for all their work doing what was
43 best for the City. He noted the federal grant for childcare was no longer funded. He
44 thought Council needed to consider the role of the City for early childcare.

Diego Zegarra stated childcare and housing had an impact on the City's sustainability goals.

Mayor Worel closed the public input portion of the meeting.

III. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Contract with MKSK, in a Form Approved by the City Attorney, for Consultant Services for a Feasibility Study for the Community Property at Bonanza and Kearns and for a Small Area Plan for the Bonanza/Snow Creek Neighborhood, in an Amount Not to Exceed \$389,100:

Council Member Dickey moved to approve the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

IV. NATIONAL COMMUNITY SURVEY RESULTS

Linda Jager, Community Engagement Manager, and Brandon Bennett with Polco, who administered the survey, were present for this item. Jager stated the survey results helped Council determine City priorities. Bennett stated over 500 communities participated in the survey and it included comparable resort communities to Park City. He reviewed the outreach efforts made to notify residents of the survey and encourage them to take it. He noted 972 total surveys were received. Bennett explained how his team determined priorities of respondents.

Council Member Rubell joined the meeting at 9:35 a.m.

Bennett stated 90% gave the City excellent or good as a good place to live. Affordability was an area of concern. Transportation was a category that respondents felt needed improvement. Community Design was lower than scores received in 2017. Safety scored well, but there was some concern regarding questions on natural disasters and fire. The Recreation and Natural Environment scored high. Some key takeaways included the City was still a desirable place to live. The cost of living, affordability of quality childcare, affordable housing, and mental health resources were concerns.

Mayor Worel stated the overall direction Park City was taking decreased yet there was overall confidence in the local government, and she asked how that was reconciled. Bennett stated there was a good connection in the government, but there appeared to be decisions made in 2015 that hadn't been resolved. Council Member Gerber asked about the cost of living. Bennett stated the drop in cost of living was not significant but in looking nationwide, affordability was trending downward.

1 Council Member Toly asked if affordable food was referring to restaurants, grocery
2 stores, etc. Bennett stated it referred to affordable quality food. The resident perception
3 of quality food did not match the affordability they were looking for. Council Member
4 Toly asked if there was data on state regulations on land use and how that affected the
5 scores. Bennett indicated some of the items were not unique to the certain type of state
6 where residents lived.

7
8 Council Member Dickey asked if the degree of dissatisfaction on affordability was low,
9 to which Bennett affirmed. Council Member Rubell indicated the negative for him was
10 distrust of local government and the direction the City was going. He hoped the
11 government could be more consistent in the future. The positive for him was the ease of
12 travel by car since that score was low by strategy. The City tried to get people out of
13 cars. He stated the recent speed limit reductions had resulted in a 10%-20 % decrease
14 in speeds, which was good. There was also less cut through traffic through the
15 neighborhoods. He hoped that could be dissected in future surveys.

16
17 Council Member Gerber noted most of the traffic changes made this winter was close to
18 or after the survey cutoff. People were getting used to the changes, and she thought it
19 would be interesting to see future surveys based on the changes.

20
21 Council Member Toly indicated there were questions on local and federal government
22 services and she asked if a question could be included on state government services.
23 Bennett stated that was taken off for this survey. The state was a predictable rating. The
24 federal government had a lower rating. The question was removed to allow entities to
25 add custom questions regarding their communities.

26
27 Council Member Doilney noted the things that stood out to him. Regarding the direction
28 the City was going, he asserted that he could see satisfaction with cars being lower
29 because the City didn't want people to travel via car. He thought there was success
30 when the City stayed focused on issues.

31 32 **V. CRITICAL COMMUNITY PRIORITIES**

33 Mayor Worel reviewed there was discussion among Council members that the Council
34 priorities were unclear. She thought this exercise would clarify and cement Council
35 priorities. Linda Jager, Community Engagement Manager, reviewed the history of the
36 City's visioning processes in 2009 and 2020 and the priorities that resulted from those.
37 She noted in looking at peer communities, they had similar priorities. Jed Briggs, Budget
38 Manager, stated the purpose of having critical priorities could be summed up by saying,
39 "If we don't get these right, it could have a significant negative impact on our
40 community." He stressed the priorities should be a clear and shared vision on where the
41 City should go in the next five years. They should inform the budgeting process, add
42 relevance and clearly communicate projects and initiatives, be a lens to evaluate
43 process, initiatives and the budget, and be the City's North Star. He also noted there
44 should only be a few and they should be easy to share with others and be easily
45 understood.

1 Briggs stated the critical priorities should not be comprehensive, but very focused. They
2 should not be a strategic plan. He noted Council needed to balance the priorities with
3 core and essential services. The current critical priorities were Equity, Environmental
4 Leadership, Transportation, and Housing. He asked Council to discuss them to see if
5 they wanted to keep them as priorities. Mayor Worel added Council should also talk
6 about what they wanted to see accomplished with each priority this year.

7
8 Council Member Gerber stated she had requested pulling housing out of other priorities
9 like equity. Council Member Rubell thought there should be strategy for a good
10 community design. There were things the City knew were important, but this
11 conversation focused on what the City wanted to improve. Council Member Doilney
12 stated the critical priorities were discretionary issues that Council could focus on. The
13 City always funded core and essential services.

14
15 Council Member Rubell wanted to see the core services of Police and Public Utilities
16 part of the critical priorities. Council Member Doilney felt the City always performed well
17 with core services. The Council needed to focus on areas where the City was falling
18 short. He liked keeping the same priorities and adding Childcare to the Equity priority.
19 Council Member Rubell thought it was a huge effort to get the Neighborhoods First
20 program running. He wanted to know what the City was doing to provide services to the
21 community. Council Member Toly thought economic vibrancy was important. The City
22 did that well, but she wondered if it should be a priority. She didn't think the City had
23 met the goals from the 2009 visioning process.

24
25 Council Member Dickey proposed that the critical priorities should be reviewed every
26 year to determine their status. He wanted Equity and Affordability together and he
27 thought not breaking out Housing would be better. In that category, Childcare would be
28 included. He thought Recreation should also be a critical priority as well as Arts and
29 Culture.

30
31 Mayor Worel asked Briggs how essential services were ranked in the budgeting
32 process. Briggs stated they ranked high because they were critical. Those decisions
33 were made without the Council having to direct staff on those things. Council Member
34 Rubell asked if they would score services higher if they were a critical priority to which
35 Briggs affirmed. Regarding recreation, staff didn't consider it an essential service and
36 budgeting was more discretionary in that area. Council Member Doilney stated the
37 recreation question would be on the ballot for the community to decide. The critical
38 priorities were long term visioning that would make a difference. Council Member
39 Dickey stated there was a lot of the bond that would be for maintenance. He thought
40 maybe that was a deficiency in the past and that's why it was on the bond now. He also
41 thought land use would impact affordability through density, so there were things
42 Council could do that weren't subsidies. He stated Recreation was central to the City's
43 identity and should be on the list. Council Member Gerber indicated the critical priorities
44 were things the City was failing at and attention needed to be put on those things or

1 there was a negative consequence. She suggested changing Equity to Diversity, Equity
2 and Inclusion (DEI).

3
4 Council Member Toly noted the National Survey results indicated the community didn't
5 think it was headed in the right direction. She didn't think the City had a great
6 representation at the state level. Council Member Doilney thought the community
7 wanted to keep Park City Park City and the City was failing at keeping that. The
8 community was headed to corporatization. Council Member Toly asked that the central
9 word in the critical priorities be "Livability," with other goals surrounding it.

10
11 Council Member Rubell wanted to add Infrastructure and Utilities, Workforce Services,
12 Public Safety, and Recreation to the list. Council Member Toly added Community
13 Design. She thought it needed to be in place for the Olympics, so the state didn't plan
14 for the City.

15
16 The proposed list of potential critical priorities included: Livability, Arts and Culture,
17 Recreation, Environment, Affordability/Housing, Equity/DEI, Transportation,
18 Infrastructure and Utilities, Workforce Services (Experience), Public Safety, and
19 Community Design.

20
21 The Council Members selected their top choices:

22 Council Member Doilney - Affordability, Transportation, Arts and Culture, with Equity
23 and Environment as sub-priorities.

24 Council Member Toly - Community Design, Transportation, Affordability (Livability),
25 Recreation.

26 Council Member Gerber - Affordability/Housing, Equity/DEI. She later added Arts and
27 Culture and Local Culture.

28 Council Member Dickey – Affordability/Equity, Transportation, Recreation, Arts and
29 Culture.

30 Council Member Rubell – Community Design, Workforce Services, Transportation, Core
31 Services Livability.

32 Mayor Worel – Community Design

33
34 The Council members asked for a lens list through which all projects would be looked
35 at. They moved Livability, Equity/DEI, and Environmental Leadership to the lens list.

36
37 Council Member Doilney asked why Arts and Culture wasn't at the top of the list.
38 Council Member Rubell stated it was scored low on the recent survey. Council Member
39 Toly argued this was a reason to have Community Design as a priority. The town
40 needed to be planned and the Arts and Culture study was part of that. Council Member
41 Gerber thought Community Design would be part of the General Plan update, but the
42 two failing areas were Affordability and Equity. Mayor Worel noted Community Design
43 was scored high in the survey, and the City was investing a lot in updating the General
44 Plan. Parking was also part of the Community Design. She would consider this a

1 priority. Council Member Rubell prioritized Affordable Workforce Housing over
2 Affordable Housing for someone who worked in Salt Lake City. That was the distinction
3 for him.

4
5 Council Member Dickey stated the City had a mix of things that were done and a mix of
6 outcomes from those things. He felt Community Design was designing the community to
7 enable transit and make it affordable. It was using zoning to achieve things. The
8 General Plan was a tool for Community Design. He thought Arts and Local Culture was
9 focusing on Park City's unique culture.

10
11 Council Member Doilney thought the City did well with Recreation, but was failing at
12 Arts and Culture. He didn't think the City was failing at Community Design. The City
13 owned very little land and it had limited control of what happens going forward. Council
14 Member Rubell asked if Community Design should be a lens. Council Member Toly
15 thought there was a lot of regional planning and resort collaboration, and the City
16 needed to be sure it all worked together, and that was part of Community Design.
17 Council Member Rubell thought spot planning was a problem, and he thought there
18 should be a holistic strategy. He stated the General Plan flowed into the LMC that
19 determined policy. Council Member Doilney didn't think that was a critical priority. Mayor
20 Worel asked Council to set measurable goals on the priorities.

VI. LUNCH AND CRITICAL COMMUNITY PRIORITIES (CONTINUED)

21
22 Matt Dias, City Manager, reviewed this had been a tough discussion so far, and no
23 matter what, someone would criticize the final decision. He recollected that years ago, it
24 was easy to figure out the priority because it was growing the resorts and community.
25 Then the strategy changed to Keep Park City Park City and the goal was to slow things
26 down. In 2016, 40 priorities were narrowed down to four critical priorities. The former
27 Council could do that because the core services were functioning well. Then COVID
28 stalled the progress. Now there was inflation and the City dealt with that as well as
29 building up technology and fulltime staff. He reminded Council there was no right or
30 wrong answer to critical priorities and he and staff would support their decisions.

31
32
33 Council Member Toly thought the City should protect what the City had. Preservation
34 and stewardship should be part of the focus. It was determined that could be under
35 Local Culture. Council Member Rubell asked what the goal was for Affordability and
36 Housing. Council Member Doilney didn't think workforce necessarily built community.
37 There was a lot of affordability issues that were not around Housing. Council Member
38 Gerber stated the City's current role in Housing was to focus on year-round residents
39 and workforce, and businesses should focus on housing for the seasonal workforce. If
40 Housing was a critical priority, then they needed to discuss it for workforce, seniors, and
41 neurodiverse groups. Council Member Rubell stated the City had a hard time hiring bus
42 drivers, teachers, police officers, etc. He asked what the role of the government was.
43 He wanted to focus on workforce affordable housing. He wanted the City's Affordable
44 Housing to be narrowed to the City government workforce. Council Member Dickey

1 agreed. Council Member Toly agreed, but she didn't want to go backwards with senior
2 housing. Mayor Worel stated the next part of the conversation would be what needed to
3 be done to push Affordable Housing forward.

4
5 Mayor Worel reviewed Transportation and Affordability/Housing were the critical
6 priorities. She asked if there should only be two critical priorities. She explained Council
7 also discussed items that could be lenses. Briggs asserted critical priorities should be
8 things that needed a lot of resources. He displayed a chart from 2009 and noted that
9 staff reports at that time needed to include: Quality of Life Impact, Environmental
10 Impact, Social Equity Impact, and Economic Impact. It was decided Transportation and
11 Housing were critical priorities. Council Member Dickey stated Housing was a subset of
12 affordability as well as Childcare. He supported Transportation and Affordability.

13
14 After further discussion, Mayor Worel noted there was no consensus on Childcare as a
15 critical priority, but there was consensus for Transportation and Housing. It was noted
16 Childcare could be an area of focus. She stated the lenses for these critical priorities
17 were Community Design, Livability/Affordability, Equity, and Environmental Leadership.

18 19 **VII. TRANSPORTATION STRATEGY AND PLANNING**

20 Matt Neeley, Johnny Wasden, Kim Fjeldsted, and Andrew Leatham presented this item.
21 Neeley reviewed he presented to Council on February 16th and today he would follow
22 up. He distributed a parking stall sheet and he stated there were about 125 stalls in the
23 City. At the last meeting, they also discussed the Silver bus route. Neeley stated there
24 was a lot of use at the Richardson Flat Park and Ride during the sold-out ski days. That
25 showed the lot was used when it was promoted. He indicated there was outreach to
26 know how the Silver route was being used. The recommendation was to use the Silver
27 route throughout the shoulder season seven days a week from 6:45 a.m. to 7:45 p.m.
28 with a 40 minute frequency through November. He noted the community liked the route,
29 but the complaint was it didn't go directly to the resort.

30
31 Mayor Worel stated this route was an asset to PC Heights. She asked if microtransit
32 would take residents home if the bus route ended at 7:45 p.m. Neeley stated
33 microtransit would end mid-April and noted he would come back to Council in May with
34 an end-of-season update and would report on the use then. Council Member Rubell
35 wanted consistency with all bus routes and wanted the hours to extend to match other
36 routes. Council Members Toly, Gerber, and Doilney supported the proposal. Council
37 Member Dickey asked if the frequency was ridership driven, to which Neeley affirmed.
38 Council Member Rubell asked for more outreach to see if it would be used more at 20-
39 minute frequency. Neeley stated they were trying to manage cost with usage. Council
40 Member Rubell stated it wasn't just PC Heights. Many people in town liked the route
41 because it was more direct to the high school. Neeley summarized they would ensure
42 the survey was broad enough.

1 Neeley briefed the group on microtransit and indicated the zones were expanded to
2 include all the City and it would run through April 16th. Mayor Worel stated people were
3 towed from Fresh Market because they thought that was overflow ski parking. She
4 asked if there could be an overall parking plan for the City. Wasden indicated there
5 should be an allocation of resources. He thought memorandums of understanding
6 (MOU) could be set up between the City and private entities, but he didn't know if the
7 City wanted to take on that role. Neeley indicated the City and County applied for a
8 grant for a park and ride solutions study. Part of the study would assess the parking
9 demand in the City.

10
11 Leatham stated he tracked the ski resorts' parking. The Park City Mountain (PCM)
12 reservations were full, but the physical lots were rarely full. He thought overflow parking
13 was used because drivers didn't want to pay \$25 to park. Council Member Doilney
14 asked about the responsibility of regulating parking in the community if both ski resorts
15 charged for parking which might result in empty lots. Council Member Rubell asked to
16 discuss China Bridge parking fees at a future meeting.

17
18 Sarah Pearce, Deputy City Manager, introduced Maria Vyas, Transportation Facilitator,
19 to lead the discussion. Erik Daenitz, Economic Development Manager, gave some
20 highlights of transportation challenges. Citywide traffic congestion had not gotten
21 significantly worse. Peak days were 35% of the year, with December through March
22 having the majority of peak days. He acknowledged SR248 was always challenging.
23 The overwhelming majority of traffic was from visitors.

24
25 Julia Collins and Alex Roy, Transportation Planning, and John Robertson and Gabe
26 Shields, Engineering, were present for this item. Collins reviewed a project delivery
27 timeline to give the Council a sense of realistic expectations. Shields gave an example
28 of a project the City completed and the time involved. Council Member Dickey asked
29 how long the grant process was. Collins stated they budgeted for the projects and that
30 helped them get grants. The grant and project went along simultaneously. Robertson
31 discussed the process of the Bus Rapid Transit (BRT) project.

32
33 Vyas discussed Transportation's Guiding Principles:

34 1. Develop a Park Once Community: This would reduce emissions and reduce parking
35 needs within the City. Council Member Doilney didn't know who was being served and
36 who was benefitting. He wanted to know the City's goals. Council Member Toly stated
37 school traffic was a problem and proposed developments should be considered too.
38 Council Member Gerber wanted the City to be a car optional community.

39
40 2. Collaborating with regional partners on long-range transportation solutions: Vyas felt
41 this could be for park and rides and commuter services. Roy hoped to look at how to
42 work with other entities. Council Member Doilney wanted to know what would make
43 sense for the community, but he knew it wasn't unlimited visitors, whether or not they
44 were in cars or not.

1 The Council decided to jump from guiding principles to target who the projects would
2 benefit. Council Member Dickey said he heard the City needed to get cars off roads to
3 improve traffic. He didn't know if getting people onto buses would help the traffic. Vyas
4 stated long-term solutions helped with emissions and behavior. Council Member
5 Doilney thought the City needed to reduce parking in town to make a difference, but that
6 would mean more onsite workforce housing. Council Member Gerber noted other resort
7 towns had minimal parking. Council Member Rubell thought the parking could shift and
8 we could have a strategy to change the supply. Vyas summarized Council Members
9 Dickey, Doilney, and Gerber wanted to change the behavior of those coming into town.
10 Mayor Worel noted all visitors had to park outside of town for the 2002 Olympics and
11 that was the easiest time for residents to get around town. Council Member Dickey
12 didn't want to provide a high-capacity solution like trains because the cars would still
13 come in plus there would be more people in town from the trains. He thought reduced
14 parking wasn't the only solution. There had to be a comprehensive solution.

15
16 Neeley noted the best way to attack a problem was with incremental solutions. He
17 asked Council to accept Transit's recommendations and see if the strategies worked.
18 Council Member Dickey thought dramatic changes had the most effect. Neeley asserted
19 there would be growth in neighboring areas, but it would happen gradually. Vyas
20 summarized Council supported people parking and using other modes of transportation
21 in town. Pearce asked if Council wanted to build a park and ride and if so, she wanted
22 to consider the tradeoffs. Vyas asked if Council thought it was acceptable to prioritize
23 Transit and change people's behaviors with the tradeoff of giving people less freedom
24 with when and how they travel and agreeing to more congestion on peak days.

25
26 The Council discussed the proposed Gordo Park and Ride tradeoffs. Pearce noted it
27 would be a multiple year project that would span several Council terms. She offered
28 alternatives to Gordo, such as transit that would go everywhere. Council Member
29 Doilney thought the park and ride was needed so there would be more carpooling into
30 town. There also had to be a robust transit system in town. The walkability project
31 needed to be connected from the north side of the community to the south side.

32
33 Collins explained the benefits of the Gordo site for a park and ride, including it was City
34 owned property and the Richardson Flat signal was there. Roy thought the property
35 could be a mixed-use property, serving transit and housing. Another question to
36 consider was if the City should spend a lot of money to address peak days that equaled
37 12% of the year. Robertson thought 700 stalls could be at the Gordo site. Mayor Worel
38 supported evaluating that project and thought the ski resorts could partner with the City
39 to construct it. Council Member Gerber thought it was a great investment, but it would
40 not be a complete solution to the traffic problem. Council Member Toly supported it as
41 well. Council Member Dickey stated the City couldn't control parking. The parking would
42 only be useful as long as the resort parking was full. That would mean a more crowded
43 town and mountain. He thought it would be a problem unless the resort parking was
44 reduced and transit was increased. Council Member Gerber stated parking on Park

1 Avenue was reduced, China Bridge parking now charged a fee, and other measures
2 were being taken. Council Member Toly thought the park and ride would be good for
3 construction parking. Collins offered to do a planning study on the site if Council
4 directed. She also wanted to plan a SR248 traffic plan for BRT feasibility. She
5 suggested reducing master planned development (MPD) parking requirements by 20%.
6 Dias stated there would be consequences to a reduced parking requirement. There
7 would be ramifications if the redevelopment of Prospector and Bonanza Park areas
8 were under parked. Also, development in the City would be easier with fewer parking
9 requirements, and the City heard the residents didn't want more development.

10
11 Council Member Doilney wanted to explore the Gordo Park and Ride. The resorts would
12 need to participate and build workforce housing. Council Member Rubell agreed and
13 stated partnership with the resorts was critical. He thought it could be a good connection
14 point for regional transit. Council Member Rubell indicated his support for Gordo hinged
15 on doing a building block approach and plan in a way so that an innovative approach
16 could be considered, such as aerial, trains, or other modes.

17
18 Regarding capital projects, Collins stated their team would be making a westbound
19 transit lane, and they would do a more comprehensive study for SR248. They wanted to
20 partner with UDOT to come up with solutions to make transit faster and more reliable.
21 Collins stated four projects she wanted to pursue was a Gordo evaluation and site
22 assessment, a SR248 long-term corridor analysis, and a parking evaluation – both
23 looking at the City's policy and how the City was managing supply and demand. Roy
24 stated he could look at emerging technologies to see if there were viable modes that
25 weren't being considered and move it into an alternatives analysis.

26
27 Mayor Worel stated she would be talking about the Quinn's Park and Ride at the
28 Council of Governments meeting and asked if the Council wanted to pursue it or
29 redirect the funds. Council Member Dickey wanted to redirect the funds. Council
30 Member Gerber stated a fatal flaws analysis had not been done for the Gordo site.
31 Collins stated they could set up a fund for a SR248 parking solution. The Council
32 members agreed to set up a fund for that area.

33
34 Council Member Rubell asked what would be done for the neighborhoods since the
35 microtransit pilot was ending in April. Neeley stated he would come back in April with
36 ideas. One idea was to issue an RFP for the service so they could get an idea of the
37 cost. Council Member Toly asked for a regional solution for Salt Lake and Wasatch
38 County visitors.

39
40 Other projects in the pipeline were noted. Collins stated the Engineering team was
41 enhancing bus stops at the A Fresh Market and federal funding was granted for that.
42 They looked at bus shelter capital improvements in residential areas. Another project
43 was on Lower Deer Valley Drive to improve the pavement which would include a bike
44 lane and BRT shoulders. They would do crossing improvements at the roundabout and

1 would look at trails as well. Mayor Worel asked for a crossing solution for Aerie
2 residents. Collins stated that would be looked at as well.

3
4 Council Member Rubell asked about pedestrian improvements on SR224. Roy stated
5 they would include additional east/west crossings for analysis. Council Member Toly
6 asked for turn signals at McPolin and asked for a double turn lane onto Deer Valley
7 Drive from SR224. Roy stated UDOT had been exploring that. Collins noted an
8 additional turn lane could take away a future transit lane. They were looking at all
9 possibilities. Council Member Toly also asked Transportation to look at Main Street and
10 Swede Alley for pedestrian solutions and also noted some of the streets were very
11 narrow in Old Town.

12
13 Vyas asked what Council wanted to see from Transportation that they weren't seeing.
14 Council Member Rubell stated it was helpful to have benchmark data that showed other
15 places where proposed solutions worked. He wanted to see examples of successes or
16 failures. He didn't want the City to start from scratch. Council Member Toly stated she
17 wanted to see a project tracker so when one topic was discussed, she didn't have to
18 wonder where other projects were in the process.

19
20 Council Members Doilney and Gerber requested seeing a strong recommendation in
21 staff reports. Shields asked what metrics and measurables Council wanted to see data
22 on. Council Member Gerber noted there wasn't an easily communicable goal for traffic.
23 She asked for staff to propose goals for ridership or cars coming into town. It was
24 indicated that having something to measure against would help. There was further
25 discussion on what was desired in staff reports.

26
27 Pearce indicated there was no time for disruptive transportation ideas at this meeting.
28 She suggested a community meeting where the public, staff and Council could discuss
29 and suggest ideas. Council Member Toly asked if this was what the study was doing.
30 Pearce stated the study had specific parameters, but she thought the consultant could
31 attend this meeting and listen. Council Member Dickey wanted to be purposeful and
32 clear on what the City would get.

33 34 **VIII. ADJOURNMENT**

35
36 With no further business, the meeting was adjourned.

37
38

Michelle Kellogg, City Recorder



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

March 3, 2023

The Council of Park City, Summit County, Utah, met in open meeting on March 3, 2023, at 9:00 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

I. ROLL CALL

| Attendee Name | Status |
|--|---------|
| Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder | Present |
| None | Excused |

II. PUBLIC INPUT

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Victoria Schlaepfer, Deer Valley Transportation and Sustainability Manager, stated she was concerned with the discussion yesterday regarding Council's decision wanted to put the Quinn's Park and Ride funding into a fund for Gordo. She indicated Richardson Flat Park and Ride was working and she advocated for building the Quinn's Junction Park and Ride because Gordo would take years to complete. She also suggested trying to engage with the schools to encourage carpooling.

Herve Lavenant, resident of Deer Valley, heard a lot of Park City-centric solutions, shifting and offsetting yesterday. He didn't hear anything about eliminating trip initiations. He thought there needed to be original solutions and not just about Park City.

1 He stated to reduce traffic you have to kill trip initiations and it wasn't something the City
2 could do on its own. He suggested exploring original solutions more. He also thought
3 the resorts should help with solutions with people flying into Salt Lake City and coming
4 to the resorts. He heard a lot of talk of supply and demand and the City couldn't control
5 both. He didn't think the City had a peer metric to rally around. He worked with United
6 Airlines and he always looked at service levels. He thought the City should ask who was
7 the customer and who the City served, i.e. residents, visitors, etc.

8
9 Mayor Worel closed the public input portion of the meeting.

10 11 **III. RECAP OF YESTERDAY'S SESSION**

12 Mayor Worel reviewed the Council had defined two critical priorities: Transportation and
13 Housing, and created four lenses: Community Design, Environmental Leadership,
14 Equity, and Livability/Affordability. She stated staff would take the lenses and polish
15 them so Council was clear what they were. Mayor Worel also reviewed Council gave
16 direction to staff to study the Gordo site for a park and ride.

17
18 Matt Dias, City Manager, stated staff would look at the critical priorities and rely on the
19 previous work done with visioning, and bring it back to a work session for Council to
20 discuss further in order to get certainty. The National Community Survey results showed
21 the City had a lot of work to do. Staff would look at the information and include it in the
22 budget process. On Transportation strategy, it was understood that it was a complex
23 problem that would evolve over generations.

24
25 Council Member Toly liked the idea of having a system where people in the community
26 could go to get information and she wanted that for transportation and housing. Council
27 Member Dickey liked the afternoon session with the Transportation team and the
28 discussion over what Council and staff needed from each other to move forward with
29 relevant information.

30
31 Council Member Rubell asserted it was great to review the survey results. He thought
32 the survey gave the majority in the community an opportunity to share their likes and
33 dislikes. Regionalization wasn't discussed too much, but there was a representative
34 here from a resort and he thought it was important to work with the ski resorts
35 collaboratively. Council Member Doilney stated Council missed something regarding the
36 Quinn's Junction Park and Ride. Gordo seemed like the right option, but Quinn's
37 Junction was a perfect test case for Gordo. He thought it would be a benefit to construct
38 it as an interim measure, especially since it was mostly funded. He hoped for a more
39 robust discussion on that.

Council Member Gerber thought about the difference between a priority and a lens. The retreat discussions historically revolved around the community. In previous years, there were difficult discussions before social equity became a priority. Even though Equity could be used as a lens, she hoped emphasis would not be lessened on Diversity, Equity and Inclusion (DEI). Mayor Worel agreed with that and noted she and Sarah Pearce, Deputy City Manager, met with the multicultural commission in Salt Lake City. They would come back to Council to discuss what other cities were doing with regard to DEI. Council Member Toly asked for a report card for next year to see how the Council did on the critical priorities.

IV. SUSTAINABILITY PROGRAM UPDATES

Renewable Energy Program:

Luke Cartin, Environmental Sustainability Manager, and Ryan Blair, Environmental Regulatory Manager, presented this item. Cartin reviewed the Elektron Solar Project and indicated COVID delayed the process. This was a multiparty project which included the City, Summit County, Salt Lake City, Park City Mountain, Deer Valley, and Utah Valley University. The solar project would be in Tooele County on the Utah School and Institutional Trust Lands Administration (SITLA) land that the partners would lease. There had been problems getting solar panels, but the project was online again and should be completed by the end of this year.

Cartin discussed the City renewable goal of being 100% renewable energy by 2030. He indicated the City went to the State Legislature in 2019 and got the Utah Community Renewable Energy Act passed. This spring, a joint utility agreement would be filed with the Utah Public Service Commission. This agreement was a key piece of what the City was trying to accomplish and it laid out that there would not be a shifting of costs and benefits, it would give the City the ability to procure resources, it would include a low-income plan, it had an opt-out provision, and there would be multiple notices and outreach to make people aware this was coming. He thought this was a great program and other cities were doing it as well.

Council Member Rubell stated this was a groundbreaking program and noted 18 communities were involved. He discussed the benefits of having this program. Cartin indicated Rocky Mountain Power (RMP) would be 50% renewable by 2030. He thought it would be good to bring competitive RFPs to the table.

Council Member Toly asked how much energy it took to create solar panels and if that would be included in the renewable goal. Cartin stated there was a lifecycle cost of solar energy, but the current impact had to be looked at as well as the solar impact. In a holistic view, doing nothing was causing a lot of damage. Solar would help in the long run. Council Member Rubell added the City was increasing the energy supply by adding

1 solar. Mayor Worel asked if hydro energy would be in the program too. Cartin stated
2 there would be a resurgence in hydro energy as well as geothermal. There were also
3 discussions on nuclear energy.

4
5 Legacy Mining Soil Roundtable:

6 Blair reviewed the roundtable was initiated in January and it just wrapped up.
7 Community and staff members participated. There were four meetings where they
8 looked at the mining history, the soils ordinance and associated amendments with the
9 boundaries, and the disposal regulations and options. He stated the recommendations
10 were being evaluated and he would bring this to Council with a proposal to amend the
11 ordinance.

12
13 Council Member Gerber asked how areas were brought into the boundary. Blair stated
14 a site assessment was done. Council Member Gerber asked if a site would be taken out
15 of the boundary if remediation action was taken. Blair stated the EPA targeted areas for
16 cleanup. There were several sites that were cleaned up and were not on the boundary
17 map. Council Member Rubell asked if the ordinance could include language that stated
18 if a property was within the boundary, it was required to meet certain requirements.
19 Mayor Worel asked if residents weren't supposed to have gardens if they lived within
20 the boundary. Blair stated the easiest way for those residents to garden would be in
21 planter boxes. Council Member Doilney noted roots didn't go into toxic soil. He asked
22 about fugitive dust. Blair indicated the City ordinance was more restrictive than the EPA
23 and allowed fewer parts per million of lead in the community. He stated high levels of
24 lead were harmful if ingested, but there were many things that could be done to protect
25 residents. There were conversations on disposal and that would be covered in the
26 upcoming work session.

27
28 Waste and Recycling:

29 Cartin stated waste and recycling would be discussed at the March 9th Council meeting.
30 He reviewed that the Summit County Landfill was studied, and it was estimated that the
31 landfill would be full in 35 years. They found 80% of the waste in the landfill didn't need
32 to be there. A waste characterization study was performed. Council Member Dickey
33 asked if organic waste broke down faster. Cartin indicated the waste was compacted
34 and oxygen was reduced. The waste created methane.

35
36 Cartin continued that the Historic Park City Alliance (HPCA) performed their own waste
37 characterization study. Restaurants generated more organic waste, but less yard waste.
38 He noted the bulk of waste could be diverted from the landfill. Cartin indicated zero
39 waste had been discussed and there were costs associated with that. He spotlighted
40 Deer Valley and Park City Mountain were actively implementing zero waste.

1 Cartin stated Recycle Utah had increased their volume of waste and they were at
2 capacity. They could not handle additional programs now. Cartin summarized the goal
3 was to lengthen the life of the landfill, reduce emissions, and be good stewards. He
4 wanted to at least offer recycling for waste, glass, etc. He also thought the City should
5 be in a regional partnership. He proposed building a new regional recycling facility at the
6 Gillmor parcel, owned by the County. It was a 9.7-acre site on the Old US 40 road. The
7 land was free, but the City would need to participate in the cost share for utilities and
8 roads. He asked if Council was interested in having regional discussions on this
9 proposal.

10
11 Council Member Dickey asked what the cost share looked like, to which Cartin stated it
12 would be figured based on acreage, which would be approximately \$1.8 million. Council
13 Member Dickey supported the concept and asked about funding for the facility, to which
14 Cartin stated that would be a negotiation with the County. Council Member Gerber
15 thought it made sense to work with the County and put Recycle Utah on that parcel.
16 She felt that was a more central location for the region, which was a benefit. She also
17 thought it would be nice to have a transfer station in that area. Council Member Toly
18 asked what the timeline would be if this was approved. Cartin indicated the ground
19 would be prepped. He discussed this with the County Planning Department and there
20 was momentum driving this proposal forward. Mayor Worel indicated co-locating the
21 transfer station and Recycle Utah made sense. Council Member Rubell asked for a staff
22 report on what land the City would get and how much would be left over if it was used
23 for a recycling center. Council Member Toly asked for more information on zero waste
24 so the community could get started. Cartin stated this was a systems discussion and
25 then there would need to be a discussion on diversion.

26
27 Council Member Gerber asked if there was an opportunity to work with the County to
28 provide services not currently offered, such as reusable containers and diaper services.
29 Cartin suggested another partner could be the Community Foundation. He thought
30 there were potential business opportunities that the City didn't need to lead. Caroline
31 Wawra, Recycle Utah, stated she was very interested in the Gillmor parcel and would
32 love to be a partner with the City.

33 34 **V. SISTER CITY - COURCHEVEL, FRANCE, WINTER 2023 EXCHANGE**

35 Tina Quayle, Sister City Director, Tod Bennett, Deer Valley Resort, Diedre Walsh, Park
36 City Mountain Resort, and Roger Armstrong, Summit County Council, were present for
37 this item. Quayle stated the sister city program was implemented in 1984. The program
38 took high school students to Courchevel and immersed them in families in the area.
39 They also swapped employees in Park City and Courchevel.

1 Bennett stated the skiing in Courchevel reminded him of the east coast. The views were
2 incredible. They played into their history very well to make an authentic experience. The
3 transportation was excellent with buses and gondolas. He thought it was important
4 building relationships with the other members of his group and looked forward to
5 working with them.

6
7 Walsh agreed it was important to build relationships. She stated there was relaxed
8 energy in skiing over there. She spent time with Pascal de Theirsant, President S3V,
9 and he talked about their workforce housing solution. The five-star hotels bought some
10 two- and three-star hotels and converted them to workforce housing, which caused a
11 hotel shortage.

12
13 Armstrong thought transportation was a challenge because there was only one road up
14 the mountain to the town. They used gondolas, buses, and there was also a covered
15 escalator. He thought lasting relationships were formed between the group members.
16 Mayor Worel stated there was a centralized parking garage with red or green lights over
17 each stall so people could see open spots.

18 19 **VI. PARK CITY FIRE DEPARTMENT PRESENTATION**

20 Bob Zanetti, Fire Chief, and Max Doshier, Battalion Chief, presented this item. Zanetti
21 discussed two recent fires in the community. He also noted Station 34 was being
22 constructed. In the meantime, they were operating from the Mine Bench property. He
23 indicated the call volume had increased each year since 2009. He thought 65% of the
24 calls were EMS.

25
26 Doshier talked about the Town Pointe fire and indicated the building had 41 units. On
27 December 14th there was a report of smoke coming from an upper unit. The fire was in
28 the wall and it was hard to get to. The crews faced a lot of smoke and they had to pull
29 out drywall, flooring, and fireplace masonry to find the source. It took six hours to
30 extinguish. Zanetti stated the Police Department helped clear the area and the incident
31 command was like clockwork.

32
33 Doshier explained the Hotel Park City fire. It was difficult to maneuver fire trucks into the
34 area, but the police cleared the area. They attacked it from the outside to save the
35 exterior. Then they went inside and found it was in the roof. The investigation was easy
36 because the floor was not compromised. It was discovered the exterior fireplace was left
37 on.

38
39 Doshier indicated the Fire Department started a critical care paramedicine program this
40 year. Prior to this, patients on multiple IV drips had to be transported via helicopter. Now

1 they could be transported via ambulance. There was a 14-week training program and
2 the EMTs needed to have the same certifications as the helicopter personnel.

3
4 Council Member Rubell thought it was important to hear the successes and the
5 heightened level of service by first responders. It was good to keep in mind how to
6 serve these members of the workforce. Housing was critical since this profession
7 started at \$48,000 per year. Council Member Doilney asked how close to town the
8 firefighters lived and how many were on staff. Zanetti stated the chiefs had to live within
9 the district. Only three firefighters lived in Park City limits. It was hard to call in
10 firefighters from Draper, Manti, Nephi, and Syracuse for two hours. There were 18
11 employees who lived in Summit County. Council Member Doilney asked how recruiting
12 worked. Zanetti stated every City in Utah had a fire department. It was competitive so
13 Park City Fire District had to offer more to get recruits.

14
15 Council Member Rubell asked what could be done with the code to prevent these fires.
16 Dave Thacker, Chief Building Official, stated he attended quarterly meetings with the
17 Fire Marshall. He reached out to Hotel Park City to ensure it didn't happen to other
18 units. Council Member Toly suggested sharing the information with the Lodging
19 Association and Chamber.

20 21 **VII. INTERNATIONAL WORKER AND RENTAL REGULATIONS WORKSHOP**

22 Mayor Worel reviewed stakeholders were brought together to work on an information
23 pamphlet for seasonal workers. Since that time, they thought of additional information
24 that should go into the guide. The stakeholders had a meeting last week and they
25 wanted to survey the workers before they left to determine needed resources. She
26 asked staff to discuss the authority of the City in helping seasonal workers.

27
28 Mindy Finlinson, Finance Manager, discussed rental regulations. She stated short-term
29 rentals were units rented for less than 30 days. There were management standards for
30 these rentals. The most common concerns were noise, parking, and trash. They didn't
31 license long-term rental units, but the most common complaints were overcrowding and
32 maintenance. There was currently a complaint hotline. The compliance group analyzed
33 complaints and acted if appropriate.

34
35 Thacker stated complaints received a number and they were tracked. Staff reached out
36 to Police to see if there were other concerns regarding the property. They reached out
37 to the owners to inform them of the infraction and remedy the situation. They followed
38 up by sending an email to the owner reiterating what was discussed on the phone call.
39 They had an administrative civil process, which would give the owner appropriate time
40 to mitigate the problem. After 10 days with nothing happening, the owner would get a
41 notice of violation. After another 10 days, the owner would get an administrative citation,

1 which currently was \$100 per day per violation. The criminal citation would be to give
2 the owner a Class B Misdemeanor.

3
4 Thacker stated the tools the City had for enforcement were the 1997 Abatement of
5 Dangerous Buildings, the International Fire Code, and the International Building Code.
6 The code established that there should be 200 square feet per individual living in the
7 dwelling. Council Member Rubell asked to use the existing tools for regulating and
8 suggested raising the citation penalty. He asked to look at licensure for long-term
9 rentals. He wanted code changes for health, safety, and welfare. Council Member Toly
10 asked if other ski towns could spot online fraud so seasonal workers could be protected.
11 Finlinson didn't know about that, but she indicated staff would direct seasonal workers
12 to the Police Department if the workers had been frauded. Thacker noted citations had
13 been issued for noncompliance, but those were few.

14
15 Council Member Rubell proposed that the City could license rentals for nine months or
16 less, and create a website page where people could find out if the unit was licensed
17 before they rented it. Council Member Gerber understood there was a need for long-
18 term rental licenses, but there was such a need for long-term rentals that she didn't
19 want to discourage those rental owners. She asked if the City could mandate that
20 businesses provide housing for J1 employees. Margaret Plane stated the J1 program
21 was through the federal government. She didn't know of a tool that could mandate that
22 and stated that wasn't part of the authority of local government. Mayor Worel stated the
23 term now used was international seasonal workers to indicate not every international
24 worker was in the J1 program. Council Member Gerber stated there were issues with
25 long-term rental families being afraid to reach out to landlords with complaints because
26 they didn't want to be evicted. Mayor Worel stated the taskforce was discussing that.

27
28 Council Member Dickey asked if the owner would get the business license or if the
29 property manager would get it. Finlinson stated property managers could pull the
30 license, pay for renewals, and be there for inspections. Council Member Dickey asked
31 who was responsible, to which Thacker stated the owner was responsible for the
32 property. Council Member Dickey thought the property manager should be held
33 accountable since they were managing the tenants. He gave an example of how other
34 cities used their authority with the property managers. Council Member Toly stated
35 some property management companies were doing good neighbor initiatives, but they
36 weren't all doing them.

37
38 Council Member Gerber stated housing was the biggest cost for workers. She noted
39 other communities put up tiny homes, provided lots for RVs, and other measures for
40 temporary housing. She asked to discuss this further to look at solutions. Council
41 Member Rubell thought tiny homes were a solution, but he wanted a housing discussion

1 to be focused on long-term housing. He thought temporary housing was a different
2 discussion. Council Member Toly wanted to discuss workers living in people's homes
3 for three months. Council Member Rubell suggested allowing three-to-four-month
4 rentals.

VIII. COUNCIL LIAISON ASSIGNMENTS AND PURPOSE DISCUSSION

5
6 Mayor Worel reviewed Council appointed a blue-ribbon commission to study Council
7 compensation. The taskforce gave recommendations on how to reduce Council's
8 workload, and one way was reduced liaison assignments.

9
10
11 Trent Rentfrow, Blue Ribbon Commission, stated this Council invested a lot of time
12 compared to other resort community councils. He suggested Council could leverage
13 staff on some boards in place of Council members. Council Member Toly stated she
14 learned so much about the community in her role as a liaison. She didn't think she
15 would be good on the Council if she didn't know what was going on in the community.
16 Council Member Gerber thought there could be times when staff could be liaisons for
17 the City. There was a lot asked of Council members and it took a lot of time. Council
18 Member Dickey thought the suggestion made sense. He thought Council could spread
19 themselves around more than be specific to one group. He noted there were
20 organizations where Council participation was essential.

21
22 Sarah Mangano, Human Resources Manager, stated the time spent per Council
23 member in liaison roles varied. She agreed that Council could learn a lot, but she asked
24 how sustainable it was to have such a heavy load. Council Member Toly asked if the
25 commission wanted to reduce the workload for Council to keep compensation lower.
26 Rentfrow stated as the commission looked at the workload, it was apparent the
27 commitment was high, which limited people who wanted to run for Council. Council
28 Member Gerber suggested the liaison could only go to meetings quarterly or have
29 coffee with the chairperson separately.

30
31 Council Member Rubell indicated the role of the liaison was tricky. When people in the
32 community were upset, a Council member would say they would represent their opinion
33 to the City. He thought these organizations thought Council members could do special
34 things for them. He supported normalizing the list. He agreed with the concept of
35 keeping it to business. Mayor Worel noted the roles didn't have to be filled by a Council
36 member. She thought Council could look at the list to see where staff could fill the gap.
37 Council Member Doilney stated some things were more impactful and sometimes they
38 were less impactful. Council members could go during the impactful times. He thought if
39 a huge time commitment was expected, there would be a smaller pool of candidates for
40 Council. He felt his focus should be on City focused items. Council Member Rubell
41 agreed and thought the Council and Mayor should remain part-time jobs.

Mayor Worel noted there were barriers to serving on Council. She thought the time commitment and the compensation were the two hurdles. She asked Council to cross off groups on the liaison list that could be delegated to staff.

Legislative Update:

Matt Dias, City Manager, stated today was the last day of the Legislative Session. The fractional ownership bill that included subterranean language was on the board today. The bill was voted down. Fortunately, the City's representative, senator, lobbyists, and Utah League of Cities and Towns (ULCT) were working on this. He stated a road bill passed that would affect Summit County that would not give the County funding. He clarified the fractional ownership substitute bill did not pass but the fractional ownership bill did pass. This would allow fractional use in neighborhoods, but he noted HOAs could prohibit them in their covenants.

Council Member Rubell clarified subdivisions coming to the City for Land Management Code (LMC) amendments to prohibit fractional use would not be able to do so. Council Member Dickey asked if the City went too far. Dias stated the City did what it could to protect its residents. Council Member Rubell asked if the City could regulate through business licensing. Dias didn't think so, but he would look at the language.

Council Member Gerber moved to close the meeting to discuss property and advice of counsel at 2:56 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Shapeshift Terrain Parks to Redesign and Build the Park City Dirt Jump Park, in an Amount Not to Exceed \$110,000

Suggested Action:

Attachments:

[Dirt Jump Park Design/Rebuild Staff Report](#)

City Council Staff Report



Subject: Park City Dirt Jump Park Redesign and Build
Author: Tate Shaw, Assistant Recreation Director
Department: Recreation
Date: March 23, 2023
Type of Item: Legislative – Award of Contract

Recommendation

Request to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Shapeshift Terrain Parks to redesign and build the Park City Dirt Jump Park, not to exceed \$110,000.

Executive Summary

Recreation, Parks, and Trails and Open Space identified a need to redesign the park to require less maintenance over time. This will include more manageable surfaces, such as a hard surface pump track, beginner through advanced jump lines, the addition of durable lips, and skills section. This will improve the overall rider experience through a progression of skills and better flow for the change in bike technology and design.

In July of 2005, with help from the International Mountain Bike Association (“IMBA”), the Recreation Department completed Park City’s first bike park at Creekside Park as a temporary site to gauge interest. Once opened, Recreation took the lead to build awareness by offering a wide variety of programs and clinics. In October 2006, after the first full summer of programming, we offered a community-oriented dirt jump jam with many professional athletes coming to spend a day with the local kids. That event in addition to our clinics received state recognition for “new outstanding program” was the spark for today’s success and development of a permanent dirt jump park.

In 2011, the Jump Park received a permanent conditional use permit and remodel funded with the City’s capital improvement project funds and grants. Today, Recreation has full oversight of maintenance, camps, programs, and events. Since 2011, the design has remained the same, featuring multiple man-made dirt jumps ranging in levels from beginner to expert. The park was originally designed to allow for moderate progression, primarily for hard-tail bikes, and required significant annual maintenance and repair with its aging design and materials.

Analysis

The non-bid design/build RFP was advertised on the Professional Trail Builders Association website on January 23rd and in the Park Record and Salt Lake Tribune on January 28th and February 1st. The RFP was also posted on the Utah Legal Notices website and the City’s website.

Nine trail and bike park companies were contacted initially, with an additional 14 who received notice from the Professional Trail Builders Association. Of 23 companies who requested the RFP, 13 attended the mandatory pre-submission meetings on February 1 and 2.

The selection committee recommends a construction agreement with Shapeshift Terrain Parks based on the RFP requirements and the design scope. Shapeshift Terrain Parks is owned and operated locally and has experience working with the state of Utah, other municipalities in Utah, and across the west as well as recent work with Basin Recreation.

The project is slated to start this Spring, weather permitting, and a completion date no later than October 31st, 2023.

Department Review

Recreation, Trails and Open Space, Parks, Legal, Executive and City Manager.

Funding

In July 2022, Recreation received \$35,000 through the Summit County Restaurant Tax Grant for the redesign and rebuild of the park. The remaining \$75,000 is funded through the City's CIP budget using the Neighborhood Parks Impact Fee budget line. Total project cost is \$110,000.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize a Seasonal Extension for Jans/White Pine Touring Nordic Services Located at the Park City Municipal Golf Course through April 9, 2023

Suggested Action:

Attachments:

[White Pine Touring Season Extension Request Staff Report](#)

[Exhibit A: White Pine Touring Request Email](#)

[Exhibit B: 2020 Concessionaire Agreement](#)



City Council Staff Report

Subject: White Pine Touring- 2023 Season
Extension Request
Author: Heinrich Deters, Vaughn Robinson
Department: Trails and Open Space, Golf
Date: March 23, 2023
Type of Item: Administrative

Recommendation

Review a request by Jans/White Pine Touring to extend their ability to provide nordic services located at the Park City Municipal Golf Course through April 9, 2023 (Exhibit A).

Background

On April 16, 2020, Jans/White Pine Touring was awarded the 2020 Cross Country Concessionaire Agreement (Exhibit B) 'Agreement'. Section 4 (Scope of Services) of the Agreement outlines the dates of operations, stating they "Shall be from approximately November 15 to April 1 each year during the term of this Agreement (conditions/weather allowing').".

White Pine Touring will pay prorated rent for the additional operational days, as contemplated in the Agreement and their request. White Pine also agrees to continue to operate and adhere to the existing temporary parking regulations approved by City Council at the December 8, 2022. ([Minutes Pages 10-18](#))

The Golf Manager is supportive of the request.

Exhibits

Exhibit A- White Pine Touring Request Email
Exhibit B- 2020 Concessionaire Agreement

From: Richard Hodges <richard@whitepinetouring.com>

Sent: Tuesday, March 14, 2023 7:40 AM

To: Vaughn Robinson <vrobinson@parkcity.org>

Cc: Jack Walzer <jackw@jans.com>; Caron Keim Murray <caron@jans.com>

Subject: [External] Possible extension of the Nordic Center Season operations until April 9, 2023

[CAUTION] This is an external email.

As we have done many times in the past, I would like to request permission from you and Park City to extend our operations on the golf course through April 9, 2023.

The unprecedented amount of snow on the trails and intense public interest has provided all of us the opportunity to enjoy the great public amenity that cross country skiing provides for a little while longer. There is very little chance that the snow will melt off significantly before the busy Easter weekend. I do not believe this extension will adversely affect any of your pre-season operations given the snow levels and will provide some additional revenue to the golf course and to Park City. There will be many tourists in town for the holiday and it would be unfortunate to deny them the ability to enjoy cross country skiing as part of their visit.

We would pay additional rent for the space for the extension and then vacate and clean the shop and remove our equipment the 10th through the 13th with your approval.

Thank you.

Richard Hodges
Nordic Director
White Pine Touring Nordic Center



1541 Thaynes Canyon Drive, Park City, Utah 84060
(435) 649-6249

CONCESSION AGREEMENT

CROSS COUNTRY SKIING AT THE PARK CITY GOLF CLUB AND MCPOLIN FARM OPEN SPACE

This CONCESSION AGREEMENT ("Agreement") is made by and **between PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation ("City") and **JANS LTD**, a Utah corporation, dba WHITE PINE TOURING ("Concessionaire"), collectively, the City and the Concessionaire are referred to as (the "Parties"), to set forth the terms and conditions under which Concessionaire will operate a cross country skiing operation on certain property owned by the City in Park City, Utah.

The Parties agree as follows:

1. **PROPERTY.**

The property subject to this Agreement is the Park City Golf Club Shop located at 1541 Thaynes Canyon Dr., Park City, Utah, the Armstrong Snow Ranch Pastures and the McPolin Farm Open Space, described on **Exhibit "A"** attached hereto and made a part hereof.

2. **TERM.**

The term is to begin on **November 15, 2020**, and terminate on **April 1, 2025**, unless terminated earlier as provided herein. Upon termination, this Agreement may be extended by mutual written agreement for an additional five (5) year term subject to approval as required by the City Council. City may terminate this Agreement upon thirty (30) days prior written notice to Concessionaire if the space is required for municipal or other purposes. Upon termination by City, City will refund the rent to Concessionaire on a pro rata basis.

3. **RENT/FEES**

A. Monthly Fees

- i. The Parties agree the monthly fees due the City shall be Four Thousand Nine Hundred and Seventy Four Dollars (\$4,974.00) per month (hereinafter called "Monthly Fees"). This will be due by the last day of each month during the term of the Agreement. November and April will be prorated to equal amount of days in shop. This space will be the golf pro shop and office space located in the Hotel Park City building (approximately 1,778 square feet), and the yurt (706 square feet) located on the Hotel Park City property.

- ii. All checks shall be sent to the below address, no later than the last day of every month that rent is due:
 - 1. Park City Municipal Golf Course
P.O. Box 1480, Park City, UT, 84060

B. Yearly Fees

- i. The Parties agree the one time yearly fees due annually to the City shall consist of two parts:
 - 1. Fees associated with closing and opening the golf pro shop shall be Three Thousand One Hundred Fifty Dollars (\$3,150.00) per year.
 - 2. Fees associated with track pass sales shall be five percent (5%) of gross track sales.
 - a. Percentage fee. Gross track sales shall be calculated by the Parties and payment remitted by June 15 of each annual rental period. Pre-season track pass sales, including season passes and 10 punches passes, etc., shall be included in the calculation of the percentage and shall be remitted to the City as part of the gross track sales records and financial statements. A sales report breakdown of pass types and quantities shall be provided with the fee. Additionally, where applicable, zip code data associated with pass sales shall be provided.
 - b. "Gross Track Sales" as used herein is hereby defined to mean the total amount in dollars of all track passes and season pass sales, whether for cash or credit. Gross Track Sales shall not include any sum collected for any sales, use or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Concessionaire to such governmental authorities.
 - 3. All checks for yearly fees shall be sent to the below address no later than June 15 of each annual rental period:
 - a. Park City Municipal Golf Course
P.O. Box 1480, Park City, UT, 84060

C. Financial Statements.

- i. No later than June 15 of each annual rental period, Concessionaire shall furnish City a written income statement certified by the Concessionaire's CPA of annual gross receipts.

4. SCOPE OF SERVICES

A. Retail and Rental Operations of Services:

- i. Dates of Cross Country Operation shall be from approximately November 15 to April 1 each year during the term of this Agreement (conditions/weather allowing).
- ii. Hours of Operation shall be no less than 9:00 a.m. to 4:00 p.m. seven (7) days a week.
- iii. Services shall include equipment rentals, equipment maintenance, track pass sales, retail sales, lessons, tours and track maintenance (including snowshoe trails).

B. Rented Space:

- i. Operations and maintenance of the golf course retail space plus office space: Approximately 1,778 square feet.
- ii. The operations and maintenance of yurt space: Approximately 706 square feet.
 1. Concessionaire shall maintain stairs, decks, ramps, railings, footers, etc., associated with the yurt space. Maintenance shall include maintaining a coat of stain on all outside surfaces.
 2. Concessionaire is responsible for any repairs, maintenance and/or replacement of the yurt and associated parts/materials.
 3. If requested, Concessionaire shall be responsible for the removal/storage of the yurt. Additionally, Concessionaire shall be responsible for the installation of the yurt in approved location.

C. Grooming Operations

- i. Grooming course and trails includes a minimum of twenty five (25) kilometers of professionally groomed trails, with a minimum 10 foot wide skate lane in addition to classic tracks when snow depth allows. The areas are more specifically defined as:

1. Three (3) kilometers on holes one, two, three, four, seven, eight and nine
 2. Three (3) kilometers on holes five, six and the Armstrong Snow Ranch Pastures Open Space
 3. Five (5) kilometers on holes 10 through 18
 4. Fourteen (14) kilometers on the McPolin Farm and other surrounding open spaces.
 5. A snowshoe trail must also be marked and maintained.
- ii. The City requires a minimum snow cover before any snow grooming or packing may commence. They are as follows:
1. Four inches on the three (3) kilometer track on holes one, two, three, four, seven, eight and nine
 2. Four inches on the three (3) kilometer track on holes five, six and the Armstrong Snow Ranch Pastures Open Space
 3. Four inches on the five (5) kilometer track on holes 10 through 18.
 4. Twelve inches on the 14 kilometer track on the McPolin Farm and other surrounding open spaces.
- iii. The golf course property has limits on where the cross track can be set.
1. Three kilometer track on holes one, two, three, four, seven, eight and nine - The track must be set in the rough with a maximum of 3 fairway crossings. The location of each fairway crossing must be approved by City staff.
 2. Five kilometer track - The track must be set in the rough and only 1 fairway crossing is allowed.
 3. Fourteen kilometer track - Has no routing restrictions.
- The City will approve the track layout prior to season opening and before track packing or setting can begin.
- iv. Services provided by the City are as follows:
1. Final approval of track staking of full 25K track.
 2. Roping off of all greens and tees.
- v. Concessionaire shall be responsible for any damage to golf course and associated infrastructure.
- vi. The Concessionaire has no authority to cut any branches or limbs from trees on the golf course or farm property without prior written permission of the City.

5. USE OF THE PREMISES.

The premises shall be used only for the purpose of cross country skiing and associated retail and rentals.

6. RECORDS AND INSPECTIONS.

The Concessionaire shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- A. The Concessionaire shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- B. The Concessionaire shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Concessionaire shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Concessionaire's activities, which relate directly or indirectly to this Agreement.
- C. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Concessionaire pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Concessionaire. Any materials for which Concessionaire claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Concessionaire of reasons supporting its claim of business confidentiality. Generally,

GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Concessionaire of any requests made for disclosure of documents submitted under a claim of confidentiality. Concessionaire specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

7. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Concessionaire/City relationship will be created by this Agreement. No agent, employee, or representative of the Concessionaire shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Concessionaire are not entitled to any of the benefits the City provides for its employees. The Concessionaire will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

8. CONCESSIONAIRE EMPLOYEE/AGENTS.

- A. The City may at its sole discretion require the Concessionaire to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Concessionaire may, however, employ that (those) individuals(s) on other non-City related projects.

9. HOLD HARMLESS INDEMNIFICATION.

- A. The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Concessionaire's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if

such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

10. **INSURANCE**

The Concessionaire shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Concessionaire, their agents, representatives, employees, or subcontractors. The Concessionaire shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Concessionaire shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned

motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Concessionaire agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Concessionaire warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Concessionaire, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Concessionaire and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Concessionaire shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- G. The Concessionaire's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

11. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Concessionaire pursuant to this Agreement (contingent on City's performance hereunder).

12. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Concessionaire, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Concessionaire is required to have a valid Park City business license.
- C. The Concessionaire specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Concessionaire shall register and participate in E-Verify or an equivalent program. The Concessionaire agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Concessionaire shall be solely responsible to the City for the quality of all services performed by its employees or sub-

contractors under this Agreement. Concessionaire hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

13. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Concessionaire will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Concessionaire shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Concessionaire will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Concessionaire shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

14. ASSIGNMENTS/SUBCONTRACTING.

- A. The Concessionaire shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Concessionaire not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of

the City, as required by this paragraph, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Concessionaire stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

15. **CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

16. **POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. **PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value

including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

18. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Concessionaire is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 15, or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

19. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Concessionaire shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Concessionaire shall promptly submit a termination claim to the City. If the Concessionaire has any property in its possession belonging to the City, the Concessionaire will account for the same, and dispose of it in a manner directed by the City.
- B. If the Concessionaire fails to perform in the manner called for in this Agreement, or if the Concessionaire fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Concessionaire setting forth the manner in which the Concessionaire is in default. The Concessionaire will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

20. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph

19 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

21. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

22. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

23. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

24. **ENTIRE AGREEMENT.**

- A. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

26. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

DocuSigned by:

D5D7322E86E240E
Matt Dias, City Manager

Attest:

DocuSigned by:

1582234DAB4P4C8
City Recorder's Office

Approved as to form:


DocuSigned by:

1B747887734C7189
City Attorney's Office

CONCESSIONAIRE:

JANS LTD, a Utah corporation, dba WHITE
PINE TOURING
1800 Park Avenue
P.O. Box 280
Park City, UT 84060

Tax ID#: 97-0363244
PC Business License#: B-007325

DocuSigned by:

67BFB9F0C5D04B5...
Signature

Russ Coburn

Printed name

President/CEO

Title

THE CITY REQUIRES THE CONCESSIONAIRE TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of Jans Ltd, a Utah corporation, dba WHITE PINE TOURING, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Jans Ltd, a Utah corporation. dba WHITE PINE TOURING.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ^{6th} day of ^{August}, 2020, at Utah Summit County _____ (insert State and County here).

Printed name Russ Coburn

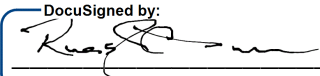
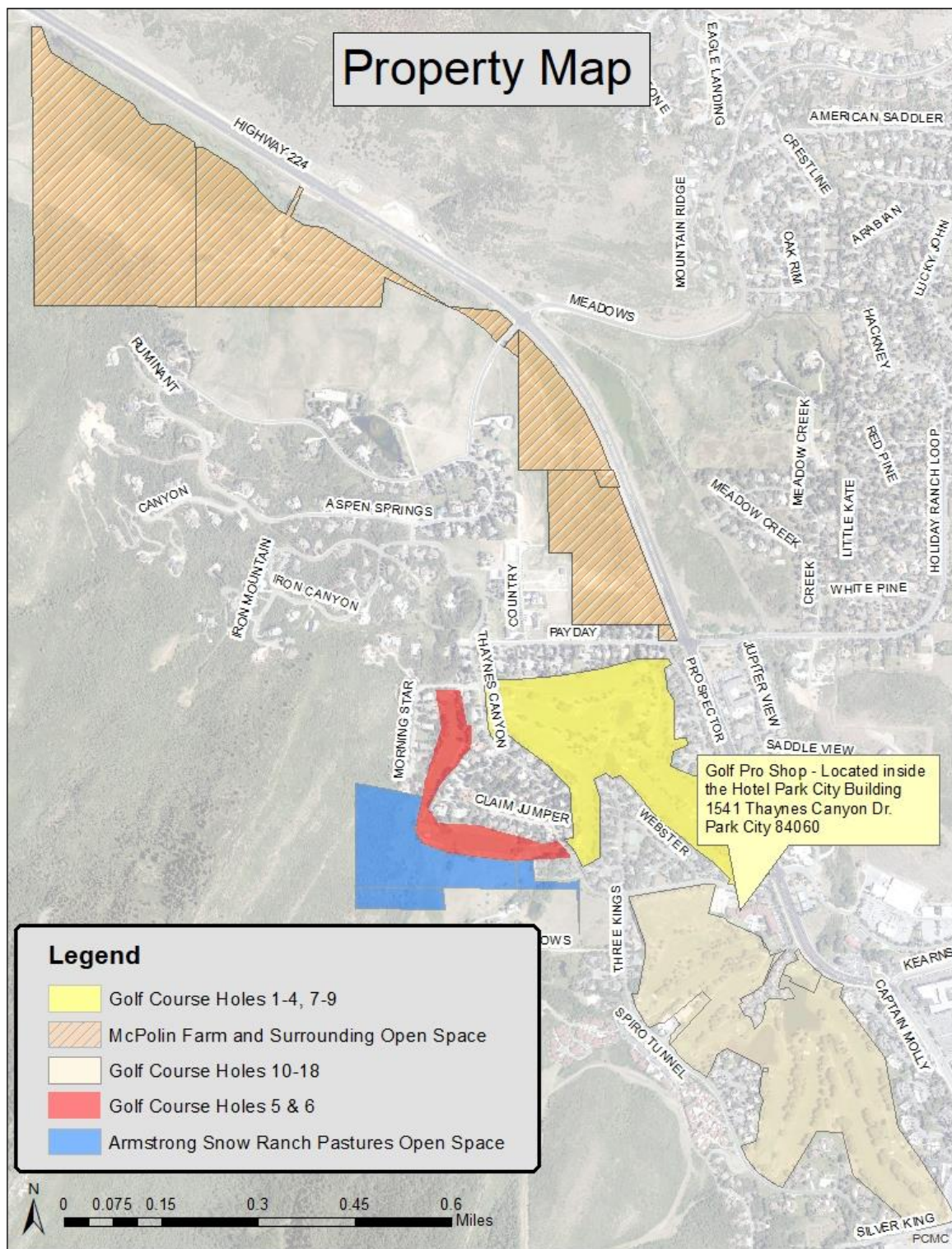
Signature:  _____
DocuSigned by:
57BFD3F8CED04B5...

Exhibit "A"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Horizon Agency, Inc.
6500 City West Parkway, Suite 100
Eden Prairie MN 55344

APPROVED

INSURED
Jans Ltd
PO Box 280
Park City UT 84060

JANSLTD-01

CONTACT NAME: Linda Bregel
PHONE (A/C, No, Ext): 952-914-7133 **FAX (A/C, No):** 952-914-3311
E-MAIL ADDRESS: linda@horizonagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A : Continental Casualty Company | 20443 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : American Casualty Company of R | 20427 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:** 1445253658**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 1055240175 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | 1055240189 | 7/1/2020 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 1055240192 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | | 5088157680 | 7/1/2020 | 7/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured (applies to general liability only and auto liability - when required by written contract - umbrella is follow form): Park City Municipal Corporation, its officers, officials, employees and volunteers
Solely as respects the negligence of the named insured with regard to Concession Agreement for cross country skiing at the Park City Golf Club and McPolin Farm open space.

CERTIFICATE HOLDER

Park City Municipal Corporation
PO Box 1480
Park City UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel Scott Mueller

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**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;





- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 - 4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or





(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of





such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or



- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. **Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. **Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

00020007510552401759575




**Business Auto Policy
Policy Endorsement**
DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JANS LTD.

Endorsement Effective Date: 07/01/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

PARK CITY MUNICIPAL CORPORATION

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 1055240189

Policy Effective Date: 07/01/2020

Policy Page: 43 of 119



Workers Compensation And Employers Liability Insurance Policy Endorsement

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

PARK CITY MUNICIPAL CORPORATION

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 07/20/2020

Endorsement No: 18; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 5 88157680

Policy Effective Date: 07/01/2020

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration of an Ordinance Amending Land Management Code Sections 15-2.13-2 Residential Development Uses, 15-2.14-2 Residential Development - Medium Density Uses, 15-2.18-2 General Commercial Uses, and 15-2.19-2 Light Industrial Uses Regarding Timeshares, Private Residence Clubs and Fractional Use of Dwelling Units.

(A) Application Withdrawn

Suggested Action:

Attachments:

[Withdrawal of Transient Use Land Management Code Amendment Staff Report](#)

City Council Staff Report



Subject: Timeshares, Private Residence Clubs, and Fractional Use of Dwelling Units
Application: PL-22-05439
Author: Rebecca Ward, Assistant Planning Director
Date: March 23, 2023
Type of Item: Legislative – Land Management Code Amendments

Summary

Fractional Use of Dwelling Units is when a for-profit company offers fractional or co-ownership models where multiple investors each own a portion of a home that is typically but not always managed by a third party as a vacation property. Over the past few years, Fractional Use has been introduced to Park City, including some properties within the City's primary resident areas. To regulate this new use to protect primary resident neighborhoods and allow for Fractional Use near the resort bases and in those Zoning Districts where Timeshares and Private Residence Clubs are already allowed, on October 27, 2022, the City Council adopted [Ordinance No. 2022-21](#) ([Staff Report](#); [Minutes](#), p. 10).

On October 27, 2022, the City Council also directed staff to further evaluate Timeshares, Private Residence Clubs, and Fractional Use of Dwelling Units in the Residential Development, Residential Development Medium, and General Commercial Zoning Districts and to issue a pending ordinance prohibiting these uses in these Zoning Districts for up to six months until updated regulations were adopted ([Minutes](#), p. 10). Staff issued the pending ordinance on October 28, 2022, which terminates on April 25, 2023.

On January 11, 2023, the Planning Commission conducted a work session on potential Land Management Code amendments regarding transient uses and provided the following input:

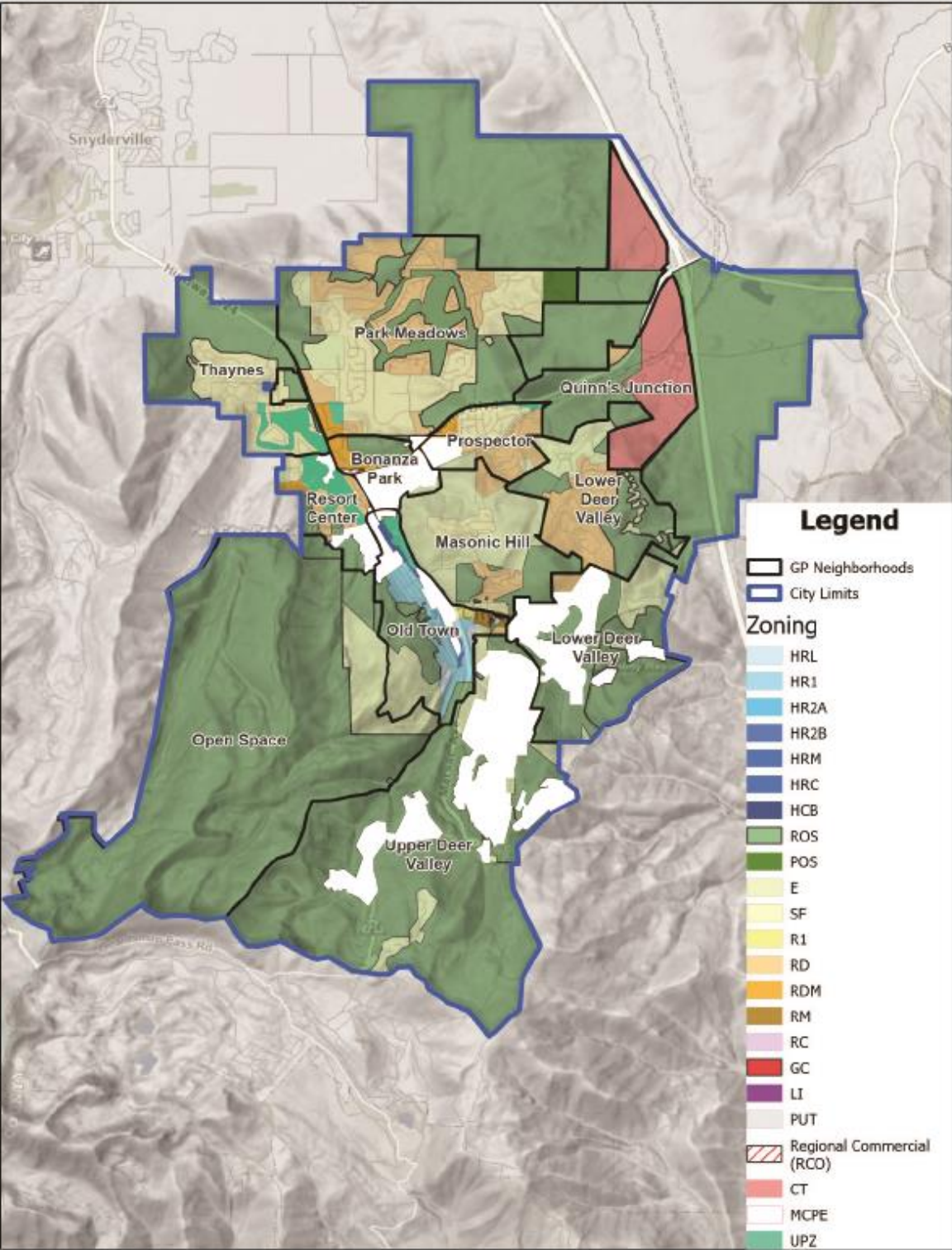
- Allow for homeowner associations to opt in or out of transient uses
- Allow for transient uses in the Commercial Zoning Districts and in limited Lower Deer Valley and Upper Deer Valley areas
- Prohibit transient uses in the Residential Development Medium Zoning District ([Staff Report](#); [Minutes](#), p. 30)

On February 22, 2023, the Planning Commission conducted a public hearing and unanimously forwarded a positive recommendation for City Council's consideration to adopt an ordinance to:

- Allow transient uses in the General Commercial (hotels only), Historic Commercial Business, Historic Recreation Commercial, and Recreation Commercial Zoning Districts
- Allow transient uses in the Residential Development Zoning District within

Lower Deer Valley south of the Solamere Subdivision and the Upper Deer Valley neighborhoods

Transient uses were proposed to be allowed in those areas highlighted in white below:



However, on March 3, 2023, the Utah Legislature passed [S.B. 271 Homeownership Requirements](#), and the proposed law is currently pending Utah Governor Cox's signature. S.B. 271 prohibits municipalities from enacting or enforcing a land use regulation that regulates co-owned homes and preempts any additional regulations levied by political subdivisions in the State of Utah. As a result, Park City cannot proceed with the proposed Land Management Code amendments regarding transient uses.

However, importantly, S.B. 271 expressly preserves the ability for homeowner associations to address fractional co-ownership in their CC&Rs. The City advises homeowner associations to consult with their membership and legal counsel as appropriate.

The Planning team will return to the Planning Commission on April 12, 2023, with an amendment to remove the regulations enacted through [Ordinance No. 2022-21](#) that direct Fractional Use to those Zoning Districts where Timeshares and Private Residence Clubs are allowed, for a possible recommendation for City Council consideration on April 27, 2023. Though we are disappointed with the legislative preemption, we remain proud of the local work undertaken by the Planning Commission, City Council, and professional planning staff to protect Park City's land use authority.

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with Vancon Inc., for the Construction of the 9th and 10th Street Stairs and Water Improvements Project in an Amount Not to Exceed \$1,423,161.00
(A) Public Input (B) Action

Suggested Action:

Attachments:

[9th and 10th Stairs and Water Contract Award Staff Report](#)

[Exhibit A: 9th and 10th Street Stairs & Water Area Map](#)

City Council Staff Report



Subject: 9th & 10th Street Stairs and Water Improvement Project
Author: Matthew A. Twombly
Department: Engineering
Date: March 23, 2023
Type of Item: Administrative – Award of Contract

Recommendation

Review and consider authorizing the City Manager to execute a Construction Agreement in a form approved by the City Attorney's Office with Vancon Inc., for the construction of the 9th & 10th Street Stairs and Water Improvements Project in an amount not to exceed \$1,423,161.

Background

On June 16, 2022, ([link](#)) City Council reviewed the history of the Old Town Stairs capital improvement program (CIP), an analysis of the 9th and 10th street stairs, and the mixed neighborhood feedback. Council supported moving forward with the two blocks of stairs proposed on 9th Street and adding the design and bidding of sections on 9th Street between Norfolk and Empire, and on 10th Street between Empire and Lowell.

We proposed that the two extra blocks of stairs could be bid as additive alternates giving the flexibility for Council to approve if the budget would allow it. On July 14, 2022, ([link](#)) the City Council approved the First Amendment to the Design Professional Services Agreement with Alliance Engineering for the additional survey, design, engineering, and bidding of the 9th and 10th Street stairs.

The survey and existing utility assessment identified aging waterlines (1978) nearing the end of their anticipated lifespan. The engineered design, therefore, includes the replacement of the aging waterlines on 9th Street between Park Avenue and Woodside Avenue and 10th Street, between Empire Avenue and Lowell Avenue, and abandoning a redundant waterline between Woodside Ave and Norfolk Avenue. Completing the waterline improvements concurrent with the stair construction will consolidate construction activity and avoid additional construction projects in the residential neighborhood.

There has been substantial public outreach starting in August 2021 when the 9th Street right of way was surveyed. There were several on-site and Zoom meetings with the neighbors to coordinate locations of stair landings and connections, water lines and other utilities, and the potential impacts of landscape improvements and encroachment agreements. Mixed feedback has been received in support and opposition to the construction of city stairs. While all requests could not be accommodated, the engineering drawings reflect a balance of neighborhood feedback and public benefits including stair connections, orientation, utilities, and site constraints. Also, consistent

project email updates have been provided to thirty-plus neighboring property owners and residents.

Analysis

To ensure the bidding could consider differing and specialized construction types (stairs vs water lines), firms were pre-qualified through the Request for Statement of Qualifications (RSOQ) process. Four construction firms submitted SOQs and were pre-qualified by a selection committee. The 9th & 10th Street Stairs and Water Improvements project RSOQ was advertised on the Utah Division of Purchasing and General Services website (U3P), on March 2nd and 5th, in the Deseret News, on February 25th and March 4th, and in the Salt Lake Tribune on December 18th and 21st, 2022.

The Base Bid includes:

1. General Construction Costs
 - a. Mobilization/Demobilization, SWPP, Traffic Control
 - b. Site Prep, Earthwork, Grading, Landscape
 - c. Park Avenue & 9th St Intersection Crosswalks/ADA Ramps
2. Water Improvements
3. 9th St Stairs
 - a. Park to Woodside
 - b. Woodside to Norfolk

Additive Alternate 1:

1. Concrete At-grade Stairs – 9th Street Norfolk to Empire

Additive Alternate 2:

1. Wood & Metal Stairs – 10th Street Empire to Lowell

On February 23, 2023, Vancon Inc., was the only bidder and therefore found to be the lowest responsive and responsible bid, as outlined below:

| Firm | Base Bid | Add/Alt 1 | Add/Alt 2 | Total |
|---------------------|-----------------------|---------------------|---------------------|-----------------------|
| Vancon, Inc. | \$1,032,783.00 | \$174,833.00 | \$215,545.00 | \$1,423,161.00 |
| Engineers Estimate | \$837,100.00 | \$38,245.00 | \$188,393.00 | \$1,063,738.00 |

The greatest discrepancy between Vancon's bid and the engineer's estimates was concrete sidewalks, landings, stairways, and general construction costs in the Base Bid and Add/Alt 1&2.

| Project Costs | Stair Construction | Water Improvements |
|--|--------------------|--------------------|
| Base Bid - General Construction | \$205,631.00 | \$104,774.00 |
| Base Bid - Water Improvements | | \$273,500.00 |
| Base Bid - 9 th St Stairs - Park to Norfolk | \$448,908.00 | |
| Add/Alt 1 – 9 th Norfolk to Empire | \$174,833.00 | |
| Add/Alt 2 – 10 th Empire to Lowell | \$215,545.00 | |

| | | |
|---------------|-----------------------|---------------------|
| Totals | \$1,044,917.00 | \$378,244.00 |
|---------------|-----------------------|---------------------|

Vancon Inc. was the contractor for the Rossi Hill Stairs, the Sandridge to China Bridge Stairs, and the Shorty and 3rd Street Stairs Retread project. Also, Vancon Inc. was the contractor for the PCMC Empire Water Tank project in 2019 and many other water projects of various sizes in Utah. There is likely a significant lead time on the wood and metal materials for the stairway, resulting in late spring mobilization. The bid documents set a substantial completion date of September 15, and final completion of October 15, 2023.

Although the design of the stairs on 9th Street between Norfolk and Empire was modified to concrete at grade stairs and landings, with no footings and minimal excavation, the Public Utilities Department is still concerned about the three water lines (12" Raw Water, 12" Distribution, 6" Distribution installed in 2013) in that section of right of way. Eventually, emergency repairs to, or replacement of, one or all of the water lines in the future will be required, where the concrete stairs or portions of the stairs will be demolished in the process.

Without the stairs, repairs to a water leak in this section would probably cost in the ballpark of \$10,000. With the addition of the stairs, and the need to demolish to access the underground water lines, the cost to repair could increase by an amount up to the full replacement of the concrete stairs, currently \$174,433, per the Vancon bid.

In discussions with neighbors, the project team, and City Engineer, we determined that additional measures are required to mitigate the disturbance to the existing landscape within the undeveloped right of way. These measures include:

1. Coordination of the limits of disturbance fencing with the homeowners and the existing improvements in the right of way, including trees, shrubs, rock walls, stone steps, and other improvements.
2. Repair or realign existing rock walls.
3. Install cross-stair access, only where requested.
4. Revegetate with native grasses.
5. Allow encroachment agreements with adjacent neighbors for non-impactful shrubs and plantings, not trees as approved by the City Engineer.

Department Review

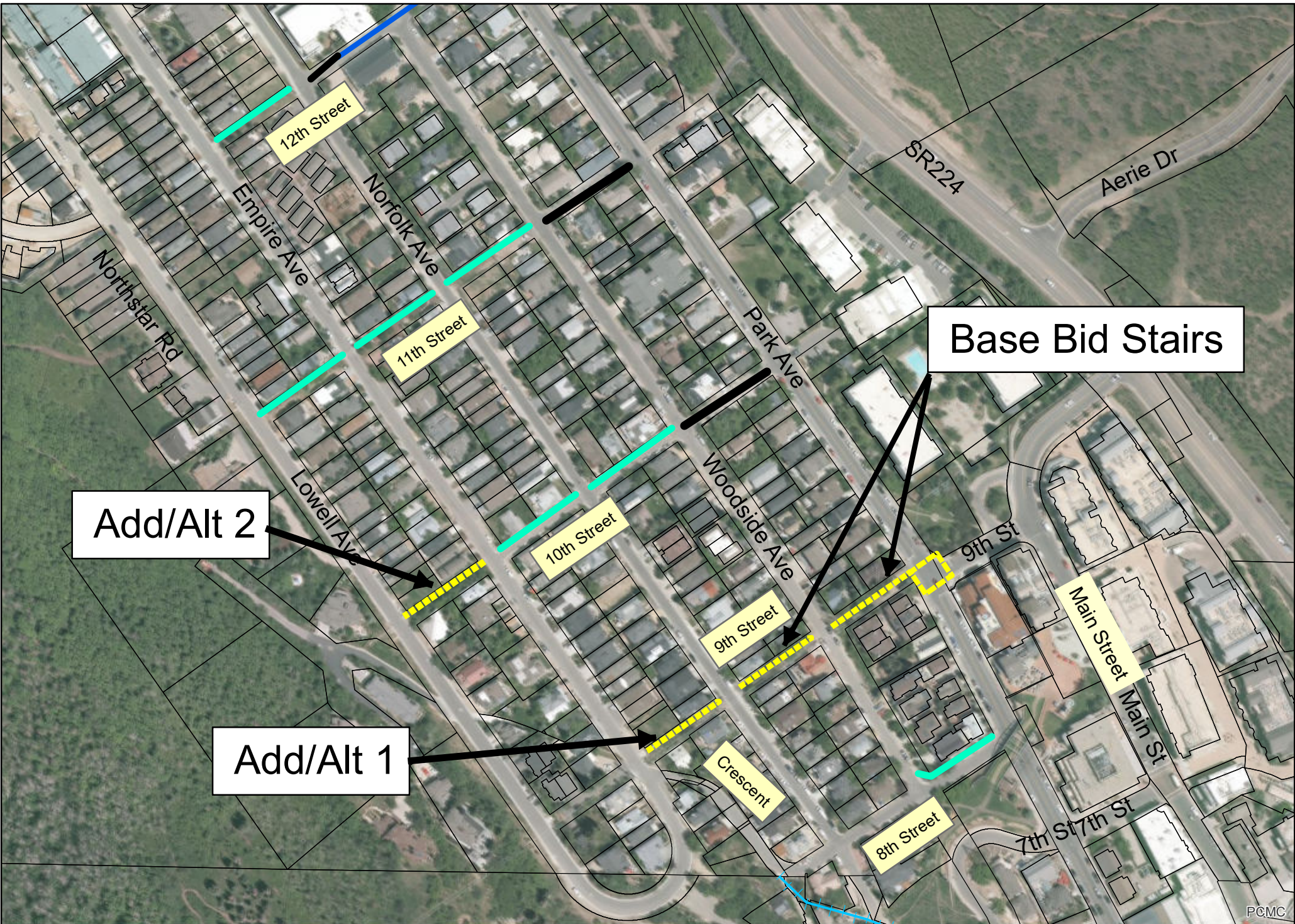
Engineering, Public Utilities, Executive, Legal, and City Manager.

Funding

The water improvements will be paid for out of the Water Improvements budget. There is currently approximately \$890,000 in the Old Town Stairs CIP. An additional \$300,000 will be budgeted in the fiscal year 2024 starting July 1, 2023. The stairs portion of the project will be paid for out of the Old Town Stairs CIP.

Attachments

Exhibit A – Project Site Map



Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Human Resources

Item Type: Work Session

Agenda Section: NEW BUSINESS

Subject:

Discuss Health Insurance Procurement

Suggested Action:

Attachments:

[Health Benefits Carrier Presentation](#)

An aerial photograph of a mountain town, likely Park City, Utah, covered in a thick layer of snow. The town is nestled in a valley, with snow-covered mountains rising in the background. The houses and buildings are densely packed, and their roofs are covered in snow. The overall scene is serene and wintry.

Health Care Benefits

Recommendation for FY24

December
2022

- Over 10 years since last formal RFP
- RFP issued through our insurance broker.
- Launched using current Regence contract as benchmark

January
2023

- Discuss Fully Insured v. Self Insured
- 8 Responding Companies
- Evaluation Committee review

February
2023

- Evaluation Committee Review of finalists
- Focused on service, network access, and cost.
- Included Budget and Finance into discussions
 - Narrowed to two Carriers

RFP Process

Funding Strategies

- **Fully Insured** - an employer pays a fixed cost to an insurance carrier to administer the plan and pay any associated claims.
 - Set monthly premium paid.
 - Least perceived risk.
 - Governed by Utah State Insurance Law.
- **Level Funded** - plans pays a level premium to an insurance carrier each month to cover administration, claims funding and stop-loss premiums.
 - Hybrid version of fully-insured and self-funded.
 - Governed by Federal Insurance Law.
- **Self Funded** -an employer uses a third-party to administer the programs and pays the claims with its own funds.
 - Most perceived risk.
 - Utilizes stop-loss insurance.
 - Monthly payments vacillate according to actual claims.
 - Governed by Federal Insurance Law.

Finalist Evaluation



Fully Funded model
Zero Rate Increase
Cost Savings Sharing
Paid Healthy Living with Limited
Scope
Basic Reporting



Fully Funded model
Year one cost savings of \$565,389
Cost Savings Sharing
Healthy Living Program
Enhanced Reporting
Enhanced Network Offerings

Selection

01

Transition to Aetna

- Effective July 1, 2023
- Fully-insured options with cost savings

02

Communication Strategy

- 60 Day Plan
- Communication in Office and at Home
- 97% physician match
- Choice of networks: U of U or IHC

03

Continue Journey to Self-Insured

- Low Cost Stop Loss Coverage
- Budgeting for Initial Transition

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve the Funding Recommendations for the FY23 Mental Health Special Service Contracts for a Total Amount Not to Exceed \$60,000

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Mental Health SSC Staff Report](#)

[Exhibit A: FY23 Mental Health SSC Recommendations](#)



City Council Staff Report

Subject: Mental Health Special Service Contracts Funding Recommendations

Author: Kirsten Darrington

Department: Budget, Debt & Grants

Date: March 23, 2023

Type of Item: Administrative

Summary Recommendation

Review and consider approving the FY23 Mental Health Special Service Contracts (SSC) funding recommendations.

A supplemental report is also provided in today's agenda regarding the previous question of mental health funding for Communities that Care (CTC).

Update as of 3.21.23

The Park City Community Foundation is returning unspent grant funds awarded to CTC in FY23. Taking this new information into account, we recommend Council also discuss options for utilizing these unspent funds.

Background

Special Service Contracts (SSCs) provide competitive funding to local nonprofits to help better serve the community and the City. Different types of services are funded through SSCs, including cultural events, educational programs, emergency services, mental health services, and more. All SSCs are awarded through a competitive RFP process and reviewed by the Special Service Contracts Committee, which includes two Council Liaisons. Currently, there are three SSC categories:

1. Regular Service;
2. Diversity, Equity, and Inclusion; and
3. Mental Health – added in FY23 budget.

Several departments manage individual Special Service Contracts outside of these categories. A complete list of current SSC recipients can be found [here](#). The SSC bifurcation was decided by City Council in FY21.

The new Mental Health SSCs, like the other SSCs, are awarded through a competitive application process outlined in the Budget Policy. Working with the Council Liaisons, a request for proposals (RFP) was issued on December 20, 2022, and posted on the City website. The RFP was shared with community partners, and email announcements were sent to eligible applicants. Notice was posted on the City's website and included in local publications.

Applications were accepted through January 20, 2023, and submitted to the SSC subcommittee for review. The Subcommittee included Council Members Gerber and Toly as well as the Summit County Health Promotions Director, Katherine Wilson, and City staff.

Description

The services provided through the Mental Health SSCs will help PCMC more effectively identify and address the mental health needs of Park City residents. As part of the application, organizations were asked to address one or more of the following goals within their application:

1. Expand community access to mental health and substance abuse programs and services in Park City.
2. Increase prevention and education around mental health and substance abuse in Park City.
3. Ensure the success and sustainability of mental health and substance abuse programs and services in Park City.
4. Establish systems to support life during recovery and reintegration into the community.
5. Ensure equity of mental health and substance abuse programs and services for Latino community members.

These goals are part of the Summit County Mental Health Alliance's Strategic Plan. A full copy of the Strategic Plan can be found on the [Summit County website](#).

In addition to addressing the above criteria, all applicants were required to meet the general eligibility requirements for all Special Service Contracts, which include:

- Must hold a federally recognized not-for-profit status or apply under a fiscal sponsorship with a not-for-profit organization;
- Demonstrate why the proposed program/activity is needed and the specific benefit to the City; and
- Demonstrate fiscal stability and sound governance.

Priority was also given to projects that supported new and innovative programs and initiatives.

The Subcommittee reviewed each application to determine how well it fulfilled the RFP criteria. Funding recommendations were made considering the above factors and the funds budgeted for FY23. A summary of the recommendations from the SSC Subcommittee is found in Exhibit A.

Timeline

As the Mental Health category was recently approved, this first round has a shorter timeline compared to other SSC categories. These contracts would be awarded immediately and be effective for the remainder of FY23. Applicants were made aware of

this shortened timeline ahead of the submission deadline, and they planned accordingly.

Moving forward, future rounds of Mental Health SSCs will be awarded on a two-year cycle, following along with the DEI SSC timeline.

Looking Ahead

The next round of Mental Health SSC applications is set to open in May 2023, along with the next round of DEI applications. Both will be awarded for a two-year cycle (FY24-FY25).

Budget

Council approved \$120,000 in funding to support mental health services during the FY23 Budget process. A financial contribution of \$60,000 was issued to Communities That Care (CTC) through the Community Foundation, and the remaining \$60,000 funds this first round of Mental Health SSCs.

More information on the CTC funding distribution can be found in the CTC Staff Communications Report on tonight's agenda. For FY24, the standing Council direction is to restore the entire \$120,000 in the City Manager's recommended budget and continue to fund mental health services through the Special Services Contracts competitive RFP process.

Exhibits

Exhibit A: FY23 Mental Health SSC Funding Recommendations

| FY23 Mental Health Funding Recommendations | | | | | |
|--|---|--|----------------------|--------------------|--|
| Applicant | Mission Statement | Summary of Funding Request | Requested Amount | Recommended Amount | Notes |
| People's Health Clinic | To pursue health equity and ensure healthcare accessibility to low-to-moderate income individuals and their families. | Funding will support the newly launched Mental Health Program by increasing the amount of services provided by the mental health nurse practitioner. | \$15,000 | \$ 15,000.00 | Currently receives \$40,000 for a Regular SSC for FY23 |
| Christian Center of Park City | Meeting people at their point of need as an expression of God's love | CCPC Counseling will use these funds to continue offering bilingual counseling services in Spanish and English via CCPC's bilingual Counseling Intern. | \$11,000 | \$ 11,000.00 | Currently receives \$14,000 for DEI and \$40,000 for a Regular SSC for FY23 |
| CONNECT | To create a well-informed and stigma-free community with access to mental-health resources for everyone. | Funding will be used to implement and support the newly acquired provider database; CONNECT will house, maintain, and make the information in the database available to all community members. Funds will specifically be used for the first phase of the project. | \$15,000 | \$ 15,000.00 | First-time SSC applicant |
| Live Like Sam | Live Like Sam honors the short and impactful life and legacy of Sam Jackenthal by inspiring youth from all backgrounds to develop self-awareness, courage, leadership, kindness, and joy. | Funding will support the highly innovative and cutting-edge Thrive youth well-being and prevention program. The Thrive program is an initiative that empowers and strengthens youth well-being. | \$40,000 | \$ 9,500.00 | First-time SSC applicant |
| Summit County Clubhouse | The mission of Summit County Clubhouse (SCC) is to provide an inclusive community in which all adults living with a mental health diagnosis achieve their highest potential. | Funds will support the Clubhouse Member Opportunity Fund for uninsured, low-income adults with mental illness. Items covered under the Fund include food, transportation to/from work and home, social activities, and supplies for programs held at the Clubhouse. | \$10,000 | \$ 9,500.00 | First-time SSC applicant |
| Not Recommended for Funding; will be invited to apply in other SSC categories | | | | | |
| Big Brothers Big Sisters | Big Brothers Big Sisters of Utah's (BBBSU) vision is that all youth achieve their full potential. For this reason, we have made it our mission to create and support one-to-one mentoring relationships that ignite the power and promise of youth. | The work of Big Brothers Big Sisters of Utah (BBBSU) will provide at-risk youth with the tools and education needed to address issues of mental health and substance use. | \$7,500 | \$ - | Currently receives \$2,500 for a DEI SSC; will be encouraged to apply in future SSC rounds |
| Girls on the Run Utah | We inspire girls to be joyful, healthy and confident, using a fun curriculum which creatively integrates running. | Funds will be used to support programs that are currently or will be operating in Summit County for the Spring season which runs from March - June 2nd, the 5K with all 1,600 participants and their running buddies will take place on June 3rd with an estimated 5,000 participants. | \$6,000 | \$ - | First-time SSC applicant; will be encouraged to apply in future SSC rounds |
| Saddle of Love | To instill trust, self-love, and life coping skills to youth through Equine-Assisted Psychotherapy. | Funds will be used to hire a Spanish speaking mental health therapist to provide mental health services to the Latino community and offer educational workshops and daycamps addressing mental health issues to all of Park City. | \$10,000 | \$ - | First-time SSC applicant; will be encouraged to apply in future SSC rounds |
| Totals | | | \$ 114,500.00 | \$60,000 | |

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Legal

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2023-13, an Ordinance Amending Title 5, Government Records Access and Management Act, Chapters 1 and 2, of the Municipal Code of Park City

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[GRAMA Code Amendments Staff Report](#)

[Exhibit A: GRAMA Ordinance](#)



City Council Staff Report

Subject: Amendments to Records Management Ordinance

Author: Margaret Plane, City Attorney

Department: City Attorney's Office

Date: March 23, 2023

Type of Item: Legislative

Recommendation

Approve clean-up amendments to the Municipal Code of Park City, Title 5, "Government Records Access and Management Act (GRAMA)." One important amendment eliminates an additional appeal layer, allowing requestors to appeal a decision of the City Manager directly to the State Records Committee or District Court. Much of the language in Title 5 is taken directly from Utah Code Title 63G, Chapter 2, Section 701 and these amendments will benefit members of the public seeking access to records.

Background

GRAMA recognizes the public's right to access information about the conduct of the public's business and the right of privacy to personal data collected by the government. Under GRAMA, a record is public unless otherwise expressly provided by statute. The statute enumerates more than 150 types of Records that are private, controlled, or protected. Many materials are excluded from the definition of Record all together such as temporary drafts, proprietary software, a daily calendar for personal use, and material that is legally owned by an individual in the individual's private capacity. Documents or recordings that are excluded from the definition of Record are not produced under GRAMA because they are not Records.

In responding to GRAMA requests, the City occasionally sends a denial because the request is for non-public records. A requestor has a right to appeal a denial. Currently, under City Code section 5-2-5, an appeal goes to the City's Chief Administrative Officer—the City Manager—and then it must go to a City GRAMA Appeal Board. This is a discretionary, additional step under state law.

Eliminating the discretionary GRAMA appeals board from Title 5 of the Municipal Code creates a more efficient process for requestors appealing denials. Under the new expedited appeals process, an appeal goes to the City Manager and if the City Manager affirms the denial, the requester has the option to appeal the decision either to the State Records Committee or to petition for judicial review in district court. This eliminates an additional appeal layer and benefits the person seeking records.

Further, most of what is currently in Title 5 mirrors state law. We recommend removing the unnecessary sections. These changes, which do not impact the public's access to City records, are recommended to modernize the Municipal Code and to help the City be more transparent. Now that city codes and state statutes are online and easily accessible, there is no need to duplicate what is in state law.

Department Review

Executive and Legal

Attachments

Exhibit A: GRAMA Ordinance

Ordinance No. 2023-13

AN ORDINANCE AMENDING TITLE 5, GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT, CHAPTERS 1 and 2, OF THE PARK CITY MUNICIPAL CODE

WHEREAS, the Government Records Access and Management Act (GRAMA), adopted by the Utah Legislature in 1992, recognizes the public's right to access information about the conduct of the public's business and the right of privacy to personal data collected by the government; and

WHEREAS, in 1992 the City adopted an ordinance codified as Title 5 of the Municipal Code of Park City, Utah, relating to the information practices and records retention, amendment, management, classification, designation, and access and denial of access, including an appeal procedure; and

WHEREAS, parts of Title 5, Chapter 1, duplicate state law and these amendments remove the duplication to help avoid conflicts with state law and simplify and modernize the Municipal Code; and

WHEREAS, Title 5, Chapter 2, is repealed to eliminate the discretionary appeal process and allow a requestor to appeal a City Manager's decision directly to the State Records Committee or District Court, making the process more efficient for requestors and allowing requestors to rely on the appeal process in GRAMA.

NOW, THEREFORE BE IT ORDAINED by the City council of Park City that:

Title 5, Chapter 1, Sections 5-1-1, -2, -4, are amended and Chapter 2 is repealed and this Ordinance is adopted to read as outlined in Exhibit A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 23rd day of March, 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Exhibit A:

5 Government Records Access And Management Act (GRAMA)

5-1

In

General

5-2 Appeals

5-1 In General

5-1-1 In General

5-1-2 Purpose And Intent

5-1-3 Adoption Of Records Retention Schedules

5-1-43 Reasonable Fees To Be Set By Resolution

5-1-4 Appeals

5-1-1 In General

The Government Records Access and Management Act (GRAMA), as adopted by the State of Utah and delineated in Utah Code ~~Ann.~~ Sections 63G-2-101 et seq. as amended, ~~excepting Part 4 Appeals (§§63G-2-400.5 — 63 G-2-406),~~ applies to all GRAMA requests for access to City records.

HISTORY

Amended by Ord. 2018-28 on 6/26/2018

5-1-2 Purpose And Intent

~~The City recognizes two fundamental constitutional rights: the right of privacy in relation to personal data gathered by the City; and the public's right of access to information concerning the conduct of the public's business. The City also recognizes a public policy interest in restricting access to certain records, as specified in GRAMA for the public good.~~

~~It is the intent of the City to:~~

- ~~A. Establish fair and efficient management practices for City records.~~
- ~~B. Promote the public's right of easy and reasonable access to unrestricted public records.~~
- ~~C. Permit confidential treatment of records only as provided in GRAMA.~~
- ~~D. Provide guidelines for both disclosure and restrictions on access to City records, based on the equitable weighing of the pertinent interests and which are consistent with the nationwide standards.~~
- ~~E. Favor public access when in the application of GRAMA countervailing interests are of equal weight.~~

HISTORY

Amended by Ord. ~~2018-28~~ on 6/26/2018

5-1-3 Adoption Of Records Retention Schedules

5-1-2 Adoption Of Records Retention Schedules

The City shall adopt by Resolution retention schedules for each record series pursuant to the Utah Municipal General Records Retention Schedule, prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with amendments and exclusions as necessary.

HISTORY

Amended by Ord. 2018-28 on 6/26/2018

~~08-49 on 12/11/2008~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-1-4 Reasonable Fees To Be Set By Resolution

5-1-3 Reasonable Fees To Be Set By Resolution

The City will set reasonable fees by Resolution ~~to cover actual cost of duplicating a record or compiling a record in a form other than that maintained by the City.~~

5-1-4 Appeals

The City ~~will follow the appeals process delineated in Utah Code Sections 63G-2-101 et seq. as amended §§63G-2-400.5—63G-2-406.~~ ~~The City's Chief Administrative Officer is the City Manager.~~ ~~may not charge a fee for reviewing a record to determine whether it is subject to disclosure or inspecting a record.~~

~~The City may fulfill a record request without charge when it determines that:~~

- ~~A. Releasing the record primarily benefits the public;~~
- ~~B. The individual requesting the record is the subject of the record;~~
- ~~C. The requester's legal rights are directly implicated by the ~~in~~ the record; or~~
- ~~D. The requester is impecunious~~

HISTORY

Amended by Ord. 2018-28 on 6/26/2018

5-2 Appeals

5-2-1 Appeals In General

5-2-2 Appeal Of Extraordinary Circumstances Decisions

5-2-3 Appeal Of Business Confidentiality Claims

5-2-4 Determination By City Manager

5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board

5-2-6 Non-Requester Appeals

5-2-7 Extension Of Time Period

5-2-8 Judicial Review

5-2-1 Appeals In General

Any person aggrieved by the ~~City's~~ determination under GRAMA, including persons not a party to the City's proceeding, ~~may appeal the determination to the City Manager by~~

~~filing a notice of appeal with the City Manager within 30 days of when the City sends a notice of denial or the record request is consider denied. The City Manager is the designated **chief administrative officer** for the City. The notice of appeal shall contain the following information:~~

- ~~A. The petitioner's name, mailing address, and daytime telephone number; and~~
- ~~B. The relief sought.~~

~~The person aggrieved may include a short statement of facts, reasons, and legal authority in support of the appeal.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-2 Appeal Of Extraordinary Circumstances Decisions

~~If the City claims extraordinary circumstances and specifies the date when the records will be available and, if the requester believes the extraordinary circumstances do not exist or that the time specified is unreasonable, the requester may appeal the City's claim of extraordinary circumstances or date for compliance to the City Manager within thirty (30) days of notification of a claim of extraordinary circumstances by the City, despite the lack of a "determination" or its equivalent.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-3 Appeal Of Business Confidentiality Claims

~~If the appeal involves a record that is the subject of a business confidentiality claim under Utah Code Ann. Section 63G-2-309, as amended, the City Recorder shall:~~

- ~~A. Send notice of the requester's appeal to the business confidentiality claimant within three (3) business days after receiving notice, except that if notice under this Section must be given to more than thirty-five (35) persons, it shall be given as soon as reasonably possible;~~
- ~~B. Send notice of the business confidentiality claim and the schedule for the City Recorder's determination to the requester within three (3) business days after receiving notice of the requester's appeal.~~
- ~~C. The business confidentiality claimant shall have seven (7) business days after notice sent by the City Recorder to submit further support for the claim for business confidentiality.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-4 Determination By City Manager

- ~~A. The City Manager shall make a determination on appeal within ten (10) business days of the City Manager's receipt of the notice of appeal, or within five (5) business days of the City Manager's receipt of the notice of appeal if the requester or interested party demonstrates that an expedited decision benefits the public rather than the requester or interested party, or within twelve (12) business days after the City sends the requester's notice of appeal to a person who submitted a claim of business confidentiality. The City Manager may, upon consideration and weighing the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified under GRAMA as private or protected if the interests favoring access are greater than or equal to the interests favoring restriction of access.~~
- ~~B. The City Recorder shall send written notice of the City Manager's determination to all participants. If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has the right to appeal the denial to the GRAMA Appeal Board, the time limits for filing an appeal, and the individual designated as the contact for the GRAMA Appeals Board.~~
- ~~C. The City Manager's duties under this Section may be delegated.~~
- ~~D. If the City Manager fails to make a determination within the time specified in subsection (A) above, the failure shall be considered the equivalent of an order denying the appeal.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board

- ~~A. A notice of appeal of the City Manager's decision must be filed with the City Recorder no later than thirty (30) days after the City Manager has denied the appeal or fails to make a determination within the time specified in Section 5-2-4(A). No later than three (3) days after receiving notice of the appeal, the recorder shall schedule a hearing for the GRAMA Appeal Board to discuss the appeal which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.~~
- ~~B. The GRAMA Appeal Board shall consist of three members: one (1) City employee, and two (2) members of the public who are not employed by or officials of a governmental entity, at least one (1) of whom shall have professional experience with requesting or managing records.~~
- ~~C. At the hearing, the GRAMA Appeal Board shall allow the parties to testify, present evidence, and comment on the issues. The GRAMA Appeal Board may allow other interested persons to comment on the issues. No later than three (3) business days after the hearing, the GRAMA Appeal Board shall issue a signed order either granting the petition in whole or in part or upholding the determination of the City Manager in whole or in part.~~
- ~~D. The order of the GRAMA Appeal Board shall include:~~

- ~~1. statement of reasons for the decision, including citations to GRAMA or federal regulations that govern disclosure of the record, provided that the citations do not disclose private, controlled, or protected information;~~
- ~~2. A description of the record or portions of the record to which access was ordered or denied, provided that the description does not disclose private, controlled, or protected information;~~
- ~~3. A statement that any party to the appeal may appeal the GRAMA Appeal Board's decision to the District Court; and~~
- ~~4. A brief summary of the appeal, and a notice that in order to protect its rights on appeal, the party may wish to seek advice from an attorney.~~

~~HISTORY~~

~~Adopted by Ord. 2018-28 on 6/26/2018~~

5-2-6 Non-Requester Appeals

~~Any person aggrieved by the City's classification or designation determination under GRAMA, but who is not requesting access to the records, may appeal that determination using the procedures provided in this Chapter. If a non-requester is the only appellant, the procedures provided in this Chapter shall apply, except that the determination on the appeal shall be made within thirty (30) days after receiving the notice of appeal.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-7 Extension Of Time Period

~~The provisions of this Section notwithstanding, the parties participating in the proceeding may, by agreement, extend the time periods specified in this Chapter.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

5-2-8 Judicial Review

~~Any party to the proceeding before the GRAMA Appeal Board may petition for judicial review by the District Court of the GRAMA Appeal Board's order. The petition shall be filed no later than thirty (30) days after the date of the GRAMA Appeal Board's order.~~

~~HISTORY~~

~~Amended by Ord. 2018-28 on 6/26/2018~~

Council Agenda Item Report

Meeting Date: March 23, 2023

Submitted by: Michelle Kellogg

Submitting Department: Legal

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration of City Policy for the Use of City Flagpoles, Buildings, and Resolutions for Government Expression

(A) Public Hearing

Suggested Action:

Attachments:

[Government Speech Staff Report](#)



City Council Staff Report

Subject: Information on Use of City Flagpoles, Buildings, and Resolutions for Government Expression
Author: Sarah Pearce, Deputy City Manager; Michelle Kellogg, City Recorder; Luke Henry, Assistant City Attorney
Department: Executive, City Attorney's Office
Date: March 23, 2023
Type of Item: Administrative

Recommendation

Discuss government speech through resolutions, use of City flagpoles, and illuminating buildings. Consider affirming that these are not forums for public expression and limiting their use to government speech.

Background

The Park City government expresses itself in a number of different ways. This type of expression is commonly referred to as government speech. This report will focus on three types of government speech: (1) Council resolutions promoting specific viewpoints, (2) flags on City flagpoles, and (3) the lighting of City buildings.

Under U.S. Supreme Court First Amendment precedent, government speech is covered by a relatively simple doctrine: the government can say whatever it wants. “The Free Speech Clause restricts government regulation of private speech; it does not regulate government speech. A government entity has the right to ‘speak for itself.’”¹

But while the general rule is easy to understand, the doctrine isn’t always so simple. Issues often arise when it isn’t clear whether speech is coming from the government or someone else. This is illustrated by a recent Supreme Court case over the use of three flagpoles owned and managed by the City of Boston and located in front of Boston’s City Hall. Boston typically flew the United States flag and the POW/MIA flag on one flagpole, the Commonwealth of Massachusetts flag on the second flagpole, and its own city flag on the third flagpole.

However, upon request and after approval, the City would occasionally replace its flag with another flag for a limited time. The City of Boston’s process required prospective flag-flyers to apply to fly another flag. An individual who worked for the city would then review the application to ensure the flag was consistent with the city’s message, policies, and practices. Boston had approved 284 flag-raising events over a 12-year period, and had never denied a flag-raising application.

With that as the backdrop, a group applied to fly a “Christian flag” in conjunction with an event it was hosting in the city. The city denied the application finding that it was the first

¹ [Pleasant Grove City, Utah v. Summum](#), 555 U.S. 460, 467 (2009) (citations omitted).

time any entity or organization had requested to fly a religious flag. The organization sued claiming the city's decision violated its First Amendment rights. The case eventually worked its way up to the U.S. Supreme Court, which ruled that Boston's flag-raising program did not constitute government speech, and its refusal to fly the organization's flag violated the organization's First Amendment rights. This was based primarily on the relatively minimal control the city had exercised over the flag-raising events prior to the Christian organization's application. The Court found that when the government is not speaking for itself, it cannot engage in "impermissible viewpoint discrimination," and Boston had done this when it based its denial on religious viewpoint.

This case illustrates how something we think of as a forum for government speech can unintentionally be converted to a forum where the public can express ideas in a way that the government can potentially have little control over.

Park City Government Speech

Three areas where the Park City Council should discuss and clarify processes to avoid similar issues to what Boston faced are (1) Council resolutions promoting specific viewpoints, (2) flags on City flagpoles, and (3) the lighting of City buildings.

Resolutions

Council adopts resolutions for a variety of reasons. Some resolutions are used to implement legal requirements² or to adopt rules or policies³. Others are adopted just to promote specific viewpoints.⁴ Even though Council votes to approve viewpoint resolutions, they come before Council through an informal process after being submitted by the public. To ensure that resolutions remain government speech—rather than becoming a forum where the public can express viewpoints—we recommend changing the City Council's viewpoint resolution practice.

In considering options, the City Recorder contacted cities in the Salt Lake area. Examples of how other cities manage expressive resolutions include:

- Holladay City does not allow any outside resolutions or proclamations because the requests became overwhelming.
- Cottonwood Heights requires approval of the mayor and at least one other council member for the item to be on the agenda.
- West Valley City requires four members of the council to approve an outside request for a proclamation before it may be placed on an agenda.

These examples demonstrate the range of approaches to managing resolutions that express a governing body's viewpoint on a specific issue. To ensure that viewpoint resolutions are government speech, there needs to be a vetting process before a resolution is considered and Council Members who do not want to adopt the resolution

² See [Resolution 15-2022 Prohibiting Use Of Ignition Sources](#).

³ See [Resolution 01-2023 Rules Of Order And Procedure](#).

⁴ See [Resolution 24-2022 Welcome Winter](#).

as government speech need to be willing to vote against the resolution, even if they agree with the message as an individual or an individual elected official.

Because viewpoint resolutions should be government speech and because of the hurdles to do that, we recommend discontinuing the practice of adopting them. The topics could still be raised and recognized by individual Council Members during Council Comments and Questions or by members of the public during public comment, within the typical limits. This would allow these topics to be honored without being endorsed by the Council as government speech. It would also reduce staff and Council time devoted to evaluating which resolutions come before Council.

Flagpoles

The City's 19 flagpoles can also be used for government speech. The City's current administrative policy only allows for the display of "Seats of Government" flags. This includes Federal, Foreign, State, County, and City flags. However, this policy has not been strictly followed.

To avoid the issues encountered by Boston, we recommend Council endorse the current policy, which states that the flagpoles are not a forum for free expression by the public, and can only be used by the City for Seat of Government flags with the City Manager's approval.

Lighting of City Buildings

The City does not have a City-wide policy for lighting municipal buildings to express a message. Instead, lighting is handled primarily through the special event permitting process with some guidance for specific buildings. For example, the McPolin Farm Conditional Use Permit prohibits "additional exterior lighting" for special events, but allows changes to existing lighting if approved by a special event permit.

We recommend Council confirm the *statuts quo* and prohibit lighting City buildings for government speech and precluding the use of buildings for free expression by the public. This ensures that there will not be First Amendment issues, removes the potential need for additional resources (including staff time to change lights on buildings), and establishes a consistent, easy-to-follow rule.

Exhibits

None.