PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 10, 2022

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on November 10, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 3:00 p.m.
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

STUDY SESSION

4:00 p.m. - Bonanza Flat Conservation Easement and Adaptive Management Plan History and Overview
Bonanza Flat Conservation Easement Overview and History

WORK SESSION

4:45 p.m. - Discuss Empire Creek Education and Outreach Plan
Empire Creek Staff Report
Exhibit A: Empire Creek Riparian Flows Technical Memorandum
Exhibit B: Empire Creek Flyer

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments

Staff Communications Reports

1. August Sales Tax and September Budget Monitoring Report
August 2022 Sales Tax Report and September 2022 Budget Report
Exhibit A: August Sales Tax
Exhibit B: September 2022 Revenue
Exhibit C: September 2022 Expenses

2. Lower Park Avenue Improvement Project Public Involvement Update
Lower Park Avenue Public Improvement Project Community Engagement Update
Exhibit C: Lower Park Avenue Community Engagement Overview

3. Full-Scale Evacuation Exercise After-Action Report
Full-Scale Evacuation Exercise Staff Report
Exhibit A: After-Action Report
Exhibit B: FEX Photos

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

IV. CONSENT AGENDA

1. Request to Adopt Resolution 22-2022, a Resolution Declaring November 26, 2022, as "Small Business Saturday" in Park City, Utah
Small Business Saturday Staff Report
Exhibit A: Small Business Saturday Resolution

V. NEW BUSINESS

1. Consideration to Approve Resolution 23-2022, a Resolution Proclaiming November 11, 2022, as a Day to Honor Veterans in Park City, Utah
(A) Public Input (B) Action
Veterans' Day Staff Report
Exhibit A: Veterans' Day Resolution

2. Thaynes Canyon Parking Update
(A) Public Input
Thaynes Canyon Parking Staff Report
Exhibit A: White Pine Touring Parking Mitigation Plan 2022/23
Exhibit B: 2020 Concessionaire Agreement with Jans LTD

VI. ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

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

III. CONSENT AGENDA

1. Request to Authorize the City Manager to Amend the Terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2023; and 2) the March 2, 2016, Amendment to the 1991 Agreement, as Amended
2022 SLC PC Spiro Amendment Staff Report
Exhibit A: 2022 Amendment to SLC PC Water Supply Agreement
Exhibit B: 2017 Spiro Tunnel Water Agreement

IV. 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: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: STUDY SESSION

Subject:
4:00 p.m. - Bonanza Flat Conservation Easement and Adaptive Management Plan History and Overview

Suggested Action:

Attachments:
Bonanza Flat Conservation Easement Overview and History

City Council
Staff Report

Subject:	**Bonanza Flat Conservation Easement Planning History and Overview**
Author:	**Heinrich Deters**
Department:	**Sustainability**
Date:	**November 10, 2022**
Type of Item:	**Study Session**

Recommendation

At the request of the Mayor and Trails and Open Space Council Liaison, the City's Trails and Open Space Department, Utah Open Lands (UOL), and the Mountain Trails Foundation (MTF) will provide Council with a comprehensive overview and history of the Bonanza Flat Conservation Easement and Adaptive Management Plan.

The overview and background Study Session will include a summary of the property acquisition process, baseline property and environmental inventory, and community planning process that culminated in adoption and recording of the documents in 2020.

In preparation, the following documents and information, also available on the Trails and Open Space website, should be reviewed:

- Bonanza Flat Conservation Easement
- Bonanza Flat Adaptive Management Plan

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Public Utilities
Item Type: Work Session
Agenda Section: WORK SESSION

Subject:
4:45 p.m. - Discuss Empire Creek Education and Outreach Plan

Suggested Action:

Attachments:
Empire Creek Staff Report
Exhibit A: Empire Creek Riparian Flows Technical Memorandum
Exhibit B: Empire Creek Flyer

City Council Staff Report

Subject:	**Future Empire Creek Water Flows**
Authors:	**Clint McAffee**
Department:	**Public Utilities**
Date:	**November 10, 2022**
Type of Item:	**Work Session**

Recommendations

Discuss the scope of education to inform the public that no later than January 1, 2024, Judge Tunnel can no longer discharge to Empire Creek and remain in compliance with regulatory permits issued by the Utah Division of Water Quality.

City Council will also receive an update on work completed since the September 23, 2021, Council meeting including an additional ecological evaluation and discussions with the Utah Division of Water Quality to explore any possible alternatives to keep water in Empire Creek beyond an expensive capital project with considerable ongoing energy and maintenance costs.

Background

A full background on the history of this complex issue is available in the September 23, 2021, Staff Report published here.

Empire Creek is not a naturally occurring year-round waterway. For decades, most of the water in Empire Creek today was actually piped directly from the source (Judge Mine Tunnel) into Park City's drinking water system. Instead, Empire Creek was a seasonal, or ephemeral waterway, that did not "run wet" year-round. The Creek's natural state was to occasionally dry up at certain times during the year depending on a variety of environmental factors (rain, snowpack, drought, etc.).

However, in 2013, after working with Utah's environmental regulators, Park City began temporarily discharging the Judge Tunnel water directly into Empire Creek until it can be treated at 3Kings Water Treatment Plant in 2023. As a result, this created a year-round "wet creek" where, historically and naturally, it was only a seasonal creek. In turn, residents have understandably come to enjoy and grown accustomed to having a year-round creek and perceive the act of UDEQ/EPA permit compliance as a negative impact on their quality of life and natural environment.

Water draining from Judge Tunnel contains metal concentrations that exceed stream water standards and drinking water standards so without treatment it cannot legally be used for drinking water or stream water. The decision to comply with drinking water and stream water regulatory requirements by piping Judge Tunnel water to 3Kings Water Treatment Plant was made in 2014 and reconfirmed in 2018 by City Council.

Judge Mine Tunnel Pipeline & Ecological Update

In 2013, Park City spent approximately $5M to complete the Judge Tunnel Pipeline, which transports water from the Judge Mine Tunnel to the newly constructed 3Kings WTP. The project took several years to design, permit, and build. The pipeline is shown on the maps in Exhibits A and B.

In order to divert Judge Tunnel Water and convey it to 3Kings WTP, an Environmental Assessment (EA) (link to EA here) was completed as a condition of accepting federal funds for the project. One of the many areas studied in the EA was the historical flow contribution to Empire Creek and Silver Creek from Judge Tunnel water. Park City was advised by Fish and Wildlife Service, Bureau of Land Management, and the EPA that the proposed diversion of water would impact the Silver Maple Claims Wetlands, the wetlands east of Prospector Park, and mitigation would be required to compensate for the water depletion to these wetlands.

As a result, a mitigation plan was agreed to, and Park City will augment the flow to SMC Wetlands. The mitigation plan, created in conjunction with Fish and Wildlife Service, BLM, EPA, and Park City, is a low-cost, no-pumping plan to add water to these wetlands. The mitigation plan can be found on page 255 of the EA (see link above). The EA did not identify other impacts, or required mitigation, related to the reduction of flow in Empire Creek and Silver Creek, vegetation, wildlife, or otherwise.

After the September 23, 2021, Council Meeting, staff reengaged the consultant that prepared the EA and directed them to once again examine the current condition of Empire and Silver Creeks. As requested, a professional environmental opinion would assess the impacts associated with removing Judge flows from Empire Creek and validate or invalidate the work conducted as part of the EA. A local ecologist was also engaged to assess the impacts, and Exhibit A summarizes the findings.

The memo concludes that although the increased flows in Empire and Silver Creeks undoubtedly benefited existing riparian vegetation, they appear to have little if any impact on woody/tree species establishment. The memo further states that snowmelt and excess seasonal runoff flow or residual inflow will continue to sustain existing riparian vegetation as it did prior to 2013 when Judge Tunnel was not discharging into Empire Creek.

Utah Division of Water Quality Update

After the September 23, 2021, Council meeting, Clint McAffee, Public Utilities Director, and Michelle De Haan, Water Quality and Treatment Manager, met with Erica Gaddis, Director of the Utah Division of Water Quality (UDWQ). The purpose was to fulfill Council's request to inquire if anything new changed in the law, rules, practices, precedents, etc. that would change the requirement that water discharged from the Judge Tunnel shall meet the Utah Pollutant Discharge Elimination System (UPDES) permits or would change the conditions of the permits themselves. In other words, we asked if there were alternatives not considered in the past to allow Judge to continue to discharge untreated into Empire Creek.

Unfortunately, the UDWQ confirmed there is nothing new to reconsider allowing Judge to discharge untreated into Empire Creek. The UDWQ highlighted that the Amended Stipulated Compliance Order (ASCO) was precedent setting in terms of allowing a permittee (Park City) flexibility and additional time to achieve compliance with a UPDES permit. The UDWQ also stated that efforts to amend the ASCO a second time to allow further flexibility would be very unlikely and may lead to less preferable conditions for Park City.

Finally, we asked how the UDWQ would regulate a new discharge into Empire Creek, or any Creek, for the purposes of replacing Judge Tunnel water. Director Gaddis said that such a discharge would need to comply with the Clean Water Act, typically requiring a permit like the existing Judge Tunnel permit.

Education and Awareness
To inform the public that Judge Tunnel will no longer discharge into Empire Creek, beginning spring 2023, the Community Engagement and Public Utilities teams prepared the materials outlined below. The focus is to make the public aware of the history, regulations, schedule, and impacts of removing Judge Tunnel water from Empire Creek, the decision-making timeline, key documents, and FAQs.

The following was also prepared:

- A two-page (front and back) informational document to provide a basic overview of Empire Creek, with resources highlighted for where to find additional information.
- A webpage on the City's website with a complete history, key documents, and FAQs. https://engageparkcity.org/empire-creek

In addition to the resources listed above, a neighborhood meeting was held on November 5, 2022, in the Prospector area to help provide a platform for residents to continue to ask questions and additional information. A summary of the event will be provided verbally during the Council meeting.

Exhibits
Exhibit A – Technical Memorandum – Empire Creek Riparian Flows
Exhibit B – Two-page information document

TECHNICAL MEMORANDUM

TO:	Clint McAffee, PCMC - Public Utilities Director
COPIES:	Jon Oldham, BC&A - Water Resource Engineer
FROM:	Jamie Tsandes, BC&A - Environmental Manager
DATE:	2-22-2022
SUBJECT:	Empire Creek Riparian Flows
JOB NO.:	155-21-03

BACKGROUND

Park City Municipal Corporation (PCMC) requested that BC&A provide an evaluation of the riparian corridor of 1) Empire Creek between the portal of Judge Tunnel and where Empire Creek converges with Silver Creek, and 2) Silver Creek between where Empire Creek converges with Silver Creek and Wyatt Earp Way as shown on Figure 1. This evaluation was only for the open channel areas in Empire Creek and Silver Creek and does not include the piped sections. The focus of this evaluation is to:

1) provide an opinion on the effects that the temporary increased water flow in Empire Creek and Silver Creek have had on the riparian corridor, and
2) provide an opinion on the potential impacts to the riparian corridor due to eliminating water from Judge Tunnel to Empire Creek.

Prior to 2013, water from the Judge Tunnel Portal was diverted into the existing PCMC drinking water delivery system, and under normal conditions no water was discharged into Empire Creek. There were periodic limited conditions which required bypassing the drinking water system, resulting in a temporary discharge to the drainage channel. This water was discharged during periods of excessive flows that caused high turbidity during the spring runoff and during tunnel maintenance, and did not occur on a regular basis. There were other sources of water to Empire Creek, including stormwater and other tributaries, yet often, Empire Creek was dry.

The historic flow records from 2004 through 2010 show Judge Tunnel contributed approximately 16% of the total flow annually as measured in Silver Creek near Prospector Park. The discharge flow was sporadic with more than 32% of the days (977 of 3,037) in the period of record with no flow discharged from Judge Tunnel to Empire Creek. Nearly 45% of the days had zero flow or less than 45 gallons per minute of discharge to the creek.

Since 2013, all water draining from Judge Tunnel has been discharging to Empire Creek. No later than January 1, 2024, and as early as late 2022, water draining from Judge Tunnel will be diverted to 3Kings Water Treatment Plant and the discharge to Empire Creek will cease. This proposed loss of flow volume contributed by Judge Tunnel to Silver Creek via Empire Creek was mitigated with the Silver Maple Claims wetlands mitigation plan as documented in the 2013 “Water Pipeline Interconnection Judge Tunnel Water Line” environmental assessment (EA) with a FONSI (finding of no significant impact). The plan addressed providing a reliable water supply to the wetlands as required to sustain them and was approved by the US Fish and Wildlife (USFWS), US Environmental Protection Agency (EPA) and Bureau of Land Management (BLM).

This EA was developed to meet the requirements of the funding received from the EPA to complete the project. The EA evaluated the environmental impacts associated with the construction of a water pipeline to convey water from municipal water works connected to the Judge Tunnel portal located in Park City, Utah, to Quinn's Water Treatment Plant (QWTP) near Quinn's Junction in Park City, Utah downstream and northeast of the Judge Tunnel. As stated in the EA:

> *The overall purpose of the proposed Judge Tunnel pipeline is to increase the use and reliability of the Judge Tunnel as a water supply source for Park City. The proposed action is to convey Judge Tunnel water that currently discharges from the Judge Tunnel waterworks to QWTP to comply with the National Primary Drinking Water Standards promulgated at 40 C.F.R. Part 141, in accordance with the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.*
>
> *This includes water that currently is discharged to a drainage channel (located approximately ½ mile up Empire Canyon) and Judge Tunnel water that currently enters Park City Municipal Corporation's (PCMC) drinking water system. After construction of the project, water from the Judge Tunnel will no longer directly enter the Park City culinary water system.*
>
> *Under normal circumstances, all of the water from the Judge Tunnel waterworks is diverted into the Park City Municipal Corporation's (PCMC) drinking water delivery system. However, there are particular conditions when all of this water cannot be diverted for drinking water, and is discharged into Empire Creek (tributary to Poison Creek), and eventually to Silver Creek. This occurs during the following conditions:*
>
> - *Spring runoff conditions when flows reach peaks of approximately 2,500 gallons per minute.*
> - *Periods of tunnel maintenance, high flows, or other tunnel upsets when water turbidity exceeds 5 NTU.*
>
> *The pipeline will be used to convey water from Judge Tunnel to the QWTP where it will be blended with other raw water sources and treated for use in the PCMC drinking water system.*

Water Quality

Silver Creek and its tributaries (including Empire Creek) are listed by the State of Utah, Division of Water Quality (DWQ) as a Category 4A waterbody from the headwaters to the confluence with the Weber River. This is due to high levels of zinc and cadmium, which are detrimental to aquatic species such as fish. Water draining from Judge Tunnel consistently exceeds stream water regulatory limits for antimony, cadmium, lead, and zinc and must be treated to remove these constituents.

Riparian Evaluation

At the time of the EA development, the riparian corridor for Empire Creek (Creek) was not considered because no impacts to the Creek were proposed. The existing conditions at that time took water from Judge Tunnel into the PCMC drinking water system. The only water that was released into the Creek was when the tunnel water became turbid during maintenance, high flows, or other tunnel upsets. When these sporadic upset condition occurred, the excess water would temporarily be discharged into the Creek. During the summer months, Judge infrequently discharged into Empire Creek and Empire Creek would run dry if no precipitation occurred.

EXISTING CONDITIONS

Historical flow data records from 2004-2010 for Judge Tunnel and for Silver Creek (see Table 1) were used to represent existing conditions (post 2013) when all Judge Tunnel water began to be discharged to the drainage. These flows were measured near the Judge Tunnel portal and at Prospector Park as shown on Figure 1 and represent the best available flow information for these locations.

Using historical flow data in this manner, we estimate current flows from Judge Tunnel make up about 46% of the total annual water volume that enters the Silver Creek and then enters the Silver Maple Claims Wetlands near Prospector Park. The other estimated 54% of the total annual water comes from other sources in the watershed such as snowmelt, stormwater, and ground water. On a monthly basis, the percentage of water flowing in Silver Creek originating from Judge Tunnel ranges from a low of 21% during the spring runoff to a high of 73% during the dry summer months.

Prior to 2013 the Judge Tunnel flows were typically diverted to the Drinking Water system and only flowed to Silver Creek under upset conditions for turbidity. Similar to pre 2013 conditions, water draining from Judge Tunnel will be diverted to the drinking water system at 3Kings Water Treatment Plant. Water from other sources will make up 100% of the water in Empire Creek and Silver Creek drainage.

A site visit was conducted on October 22, 2021 by a third party ecologist with the following reported findings and photos as shown in Photo 1, 2, and 3:

- It was estimated that Empire Creek currently contributes most of the flows through town (estimated 1-2 cfs); Silver Creek was providing only a trickle.
- Woody vegetation along Silver Creek below the confluence with Empire Creek was all mature, with no discernable recent establishment of woody species, including trees.
- The Empire Creek section below the new water tank, adjacent to the current discharge of Judge Tunnel, showed little if any near channel establishment of trees that appeared recent with the exception of 4 narrowleaf cottonwoods and one water birch.
- The section flowing through Prospector, between Bonanza Drive and Silver Maple Claim Wetlands, also had flowing water but the water flow does not appear to have aided to recent establishment of trees.
- Although the increased flows undoubtedly benefitted existing riparian vegetation, they appear to have had little if any impact on woody/tree species establishment, even along the upper reach of the Creek.

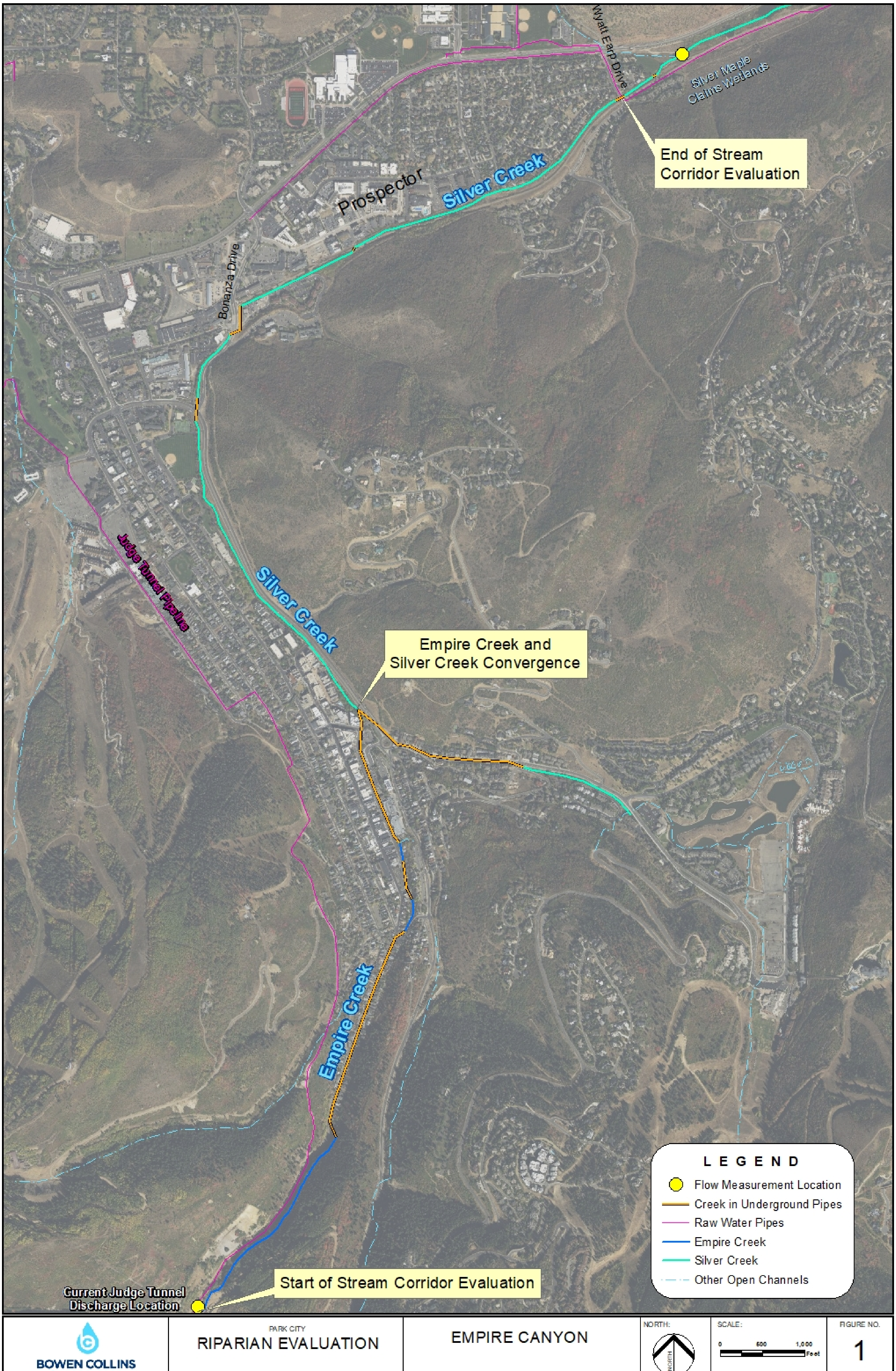
Table 1. Silver Creek and Judge Tunnel Water Flow Summary Based on Years 2004 to 2010

Month	Average Potential Judge Tunnel Flow Contribution to Silver Creek (cfs)[a]	Average Flow From Other Sources (cfs)[b]	Average Total Creek Flow Including Judge Tunnel (cfs)[c]	Percent of Creek Flow from Judge	Percent of Creek Flow from Other Sources	Average Volume from Judge (acre-ft)	Average Volume from Other Sources (acre-ft)
January	1.35	1.07	2.42	56%	44%	83	66
February	1.25	0.84	2.09	60%	40%	69	47
March	1.30	2.13	3.43	38%	62%	80	131
April	1.40	3.43	4.83	29%	71%	83	204
May	1.59	6.03	7.62	21%	79%	98	370
June	2.04	3.28	5.32	38%	62%	121	195
July	1.87	0.68	2.55	73%	27%	115	42
August	1.75	0.70	2.45	71%	29%	107	43
September	1.65	0.83	2.47	67%	33%	98	49
October	1.58	1.05	2.63	60%	40%	97	65
November	1.34	0.83	2.17	62%	38%	80	50
December	1.43	0.78	2.21	65%	35%	88	48
					Total Annual Volume (acre feet)	1119	1310
					Percent Annual Volume	46%	54%

a- Measured near Judge Tunnel 2004 through 2010 with 20% loss due to infiltration and evaporation along stream bed corridor to Silver Creek. This flow was not historically discharged to the drainage but is shown as representative of flows that have occurred post 2013 when the entire Judge Tunnel flow began to be temporarily discharged to the drainage.

b- Measured near Prospector Park

c- Includes potential Judge Tunnel contribution and average flow from other sources.


Wyatt Earp Drive
Silver Maple Claims Wetlands
End of Stream Corridor Evaluation
Prospector
Silver Creek
Bonanza Drive
Judge Tunnel Pipeline
Silver Creek
Empire Creek and Silver Creek Convergence
Empire Creek
Current Judge Tunnel Discharge Location
Start of Stream Corridor Evaluation
LEGEND
Flow Measurement Location
Creek in Underground Pipes
Raw Water Pipes
Empire Creek
Silver Creek
Other Open Channels
BOWEN COLLINS & ASSOCIATES
PARK CITY
RIPARIAN EVALUATION
EMPIRE CANYON
NORTH:
SCALE:
0 500 1,000 Feet
FIGURE NO.
1

It is assumed that snowmelt and excess seasonal runoff flows or residual inflows will continue to sustain existing riparian vegetation as it did prior to 2013 when the Judge Tunnel water began to be temporarily discharged into the Creek.

Fish

No fish were seen in the open channel areas of Empire Creek during the site visit.

Dust

The area is covered with low-growing vegetation such as grasses and small woody plants. The Creek bed is also lined with cobbles. Dust is not considered to become an issue since there is little bare soil exposure within or along the riparian corridor.

Photo 1 - 2021 Empire Creek (Downstream)

Photo 2 - 2021 Empire Creek - Upstream (Near Judge Tunnel)

Photo 3 - 2021 Silver Creek (Prospector)

THE FUTURE OF EMPIRE CREEK

PARK CITY
1884

Empire Creek and Silver Creek aka “Poison Creek”

Empire Creek, a tributary of Silver Creek, runs in Empire Canyon, before converging with Silver Creek near the intersection of Heber Avenue and Deer Valley Drive. Silver Creek originates in the lower Deer Valley ponds and follows the Poison Creek Trail and Rail Trail until it converges with the Weber River near Wanship.

Empire Creek is not a naturally occurring year-round waterway. Historical flows are the result of storm events, snowmelt, and sporadic overflows from Judge Tunnel. Historically, Empire Creek has run dry in late summer.

Judge Tunnel

Judge Tunnel is a historic mine tunnel located in Empire Canyon near the bottom of Walker and Webster Gulch and its portal is adjacent to Empire Creek. When the Tunnel was excavated in the early 1900’s, a local aquifer was intercepted and subsequently became one of Park City’s first drinking water sources. Until 2013, Judge Tunnel water overflow sporadically discharged into Empire Creek when the water was unsuitable to drink. This usually occurred during mine maintenance, occasional tunnel rockfall, and during spring runoff. In 2013, due to elevated metal concentrations, Park City stopped diverting Judge Tunnel for drinking water. As a result, the Judge Tunnel has been discharging into Empire Creek year-round ever since.

The water draining from Judge Tunnel has heavy metal concentrations that exceed safe levels for stream water in addition to drinking water. Park City is required to meet stream water standards for water draining from Judge Tunnel. To maintain compliance with Park City’s SCO, beginning spring 2023, Empire Creek will no longer receive water from the Judge Tunnel. Instead, the Creek will return to its natural ephemeral state and Judge Tunnel water will be treated at the 3Kings WTP.

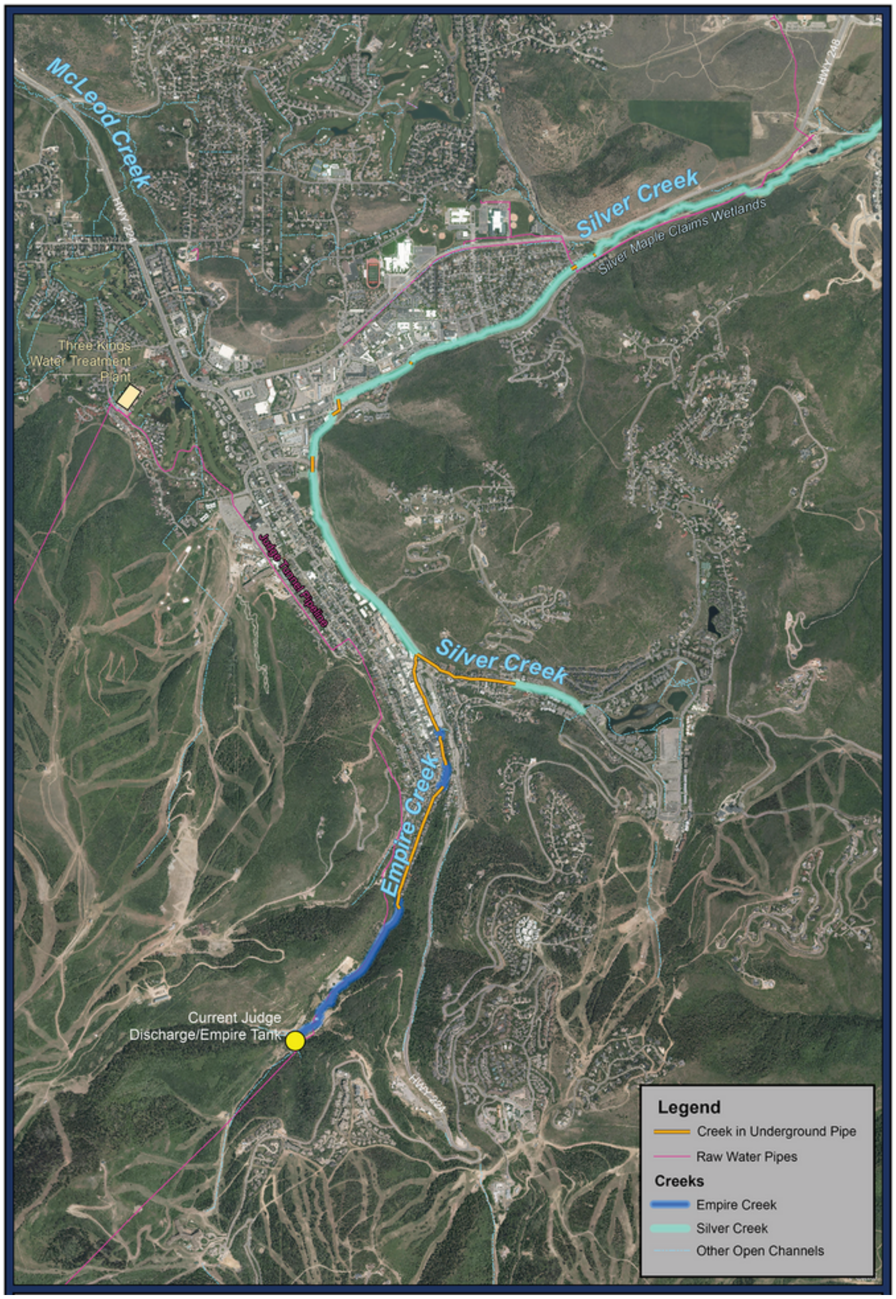
Unfortunately, water from Judge cannot be used for drinking water, and it cannot be discharged into Empire Creek without treatment to reduce metal concentrations.

Judge Tunnel Water Treatment at 3Kings Water Treatment Plant

In 2014 and 2018, Park City entered a Stipulated Compliance Order (SCO) for treatment of the Judge and Spiro Tunnel water, between Park City and the Utah Division of Water Quality. To implement the SCO, all Judge Tunnel water is required to be diverted to the new 3Kings Water Treatment Plant (WTP), no later than 2024.

The 3Kings WTP will be a state-of-the-art water treatment facility, specifically designed to treat Judge and Spiro Tunnel water and improve Park City's drinking water quality. Upon completion, the 3Kings WTP will be among the most sophisticated water improvement projects in the mountain west. The project is on track to begin treating water from Judge and Spiro in 2023.

To maintain compliance with Park City's SCO, beginning spring 2023, Empire Creek will no longer receive water from the Judge Tunnel. Instead, the Creek will return to its natural ephemeral state and Judge Tunnel water will be treated at the 3Kings WTP.



Silver Maple Claims Wetland Mitigation

The elimination of the Judge Tunnel water contribution to Empire Creek was evaluated, and it was determined that the reduced flow to Silver Maple Claims (SMC) Wetlands, the wetlands between Prospector Park and Richardson Flat Road, must be mitigated. The mitigation plan, created in conjunction with Fish and Wildlife Service, BLM, EPA, and Park City, is a low-cost, no-pumping plan to replace the water that sporadically discharged from Judge Tunnel with water from other sources to the wetlands.

Beginning 2023, Park City is required to augment the flow to SMC Wetlands by adding water from our other water sources, including water draining from the Park Meadows area. Under this mitigation plan, Park City will add the equivalent amount of water that entered the wetlands from sporadic Judge Tunnel overflows prior to 2013.

FAQs

Q: What happens if Park City continues to discharge untreated Judge Tunnel Water into Empire Creek after January 1, 2024?
A: This would be considered a violation of the UPDES Permit for Judge Tunnel. The Utah Water Quality Act (Title 19, Chapter 5, Utah Code Annotated ("UCA") 1953, as amended (the "Act"), provides that any person who violates a permit condition implementing provisions of the Act is subject to a civil penalty not to exceed $10,000 per day of such violation. Any person who willfully or negligently violates permit conditions or the Act is subject to a fine not exceeding $25,000 per day of violation. Any person convicted under UCA 19-5-115(2) a second time shall be punished by a fine not exceeding $50,000 per day.

Q: Why can't we just ask for an extension from the regulatory agencies and keep Judge Tunnel water in Empire Creek for longer?
A: This has already been done. The EPA directed Park City to apply for a UPDES Permit for Judge Tunnel and Spiro Tunnel in 2009, and the initial compliance timeframe was for 4 years, or by 2013. Park City finalized negotiations in 2014 for a 2024 compliance deadline for Judge Tunnel, and a 2033 deadline for Spiro Tunnel. In 2018, Park City successfully negotiated again for a longer compliance deadline for Spiro Tunnel. These extended compliance schedules are precedent setting in terms of granting Park City a long time to comply, and any effort to modify or extend this timeframe would likely end in worse terms for Park City, especially since 3Kings WTP is on schedule to comply with the Permit starting in 2023.

Q: Is there a compromise to allow some of Judge Tunnel water continue to discharge into Empire Creek?
A: Not without treatment. Judge cannot legally discharge water into Empire Creek after January 2024.

Q: Are there any other options to keep Empire Creek flowing?
A: Yes, Park City could add water from other water sources. However, all options would require significant time (years), cost (tens of millions), water (millions of gallons), and electricity (millions of kWh) use. The water that would have to be dedicated to creek flow is currently dedicated to the City's drinking water supply and would be very difficult to replace, especially in drought years.

Q: What environmental studies were completed by PCMC?
A: Before installing a water pipeline from Judge Tunnel to 3Kings WTP, an Environmental Assessment (EA) was completed to consider, among many other things, the flows in Empire Creek, Silver Creek, and the Silver Maple Claims Wetlands. In addition to the EA, a supplemental ecological study was completed in 2021 at Council's request to analyze the impacts of removing Judge Tunnel flows since 2013.

FAQs continued...

Q: Can Park City utilize existing storage ponds, or build new ones in higher elevations to store water and release it down to Empire Creek in the Summer?
A: Yes. But there are two inherent issues with this approach 1) adding water to Empire Creek would require a substantial amount of water storage capacity. Park City would have to source and acquire land to construct a large detention pond(s) which would be extremely expensive. For example, all the lower Deer Valley ponds north of Snow Park can store about 3,000,000 gallons per foot of depth. To store enough water to replace water currently contributed by Judge Tunnel, these ponds would need to be over 100 feet deep; and 2) Stored water would still require a water source, pumping station, and a UPDES Permit, resulting in additional infrastructure, operating and maintenance costs and a significant amount of electricity. The required water, cost, and electricity would be very similar to pumping water from other City water sources.

Q: Can we capture and store water from melting snow and release a steady flow to keep Empire Creek flowing?
A: See answer to the question above regarding the amount of storage needed. In addition, Park City would likely need to acquire water rights to capture snowmelt and store it for later use, which would be very expensive, if water rights could even be procured. Finally, it is doubtful that runoff would be sufficient to fill a large pond. For example, in the last few years, the runoff from upper Deer Valley, including all the manmade snow, wasn't enough to fill the lower Deer Valley ponds.

Q: What will happen to the wetlands east of Prospector Park?
A: See "Silver Maple Claims Wetland Mitigation" above.

Q: What will happen to the trees around Empire Creek when Judge Tunnel water is diverted?
A: The 2021 ecological study determined that, although the increased flows undoubtedly benefitted existing riparian vegetation, they appear to have had little if any impact on woody/tree species establishment, even along the upper reach of the Creek. In addition, the study suggested that that snowmelt and excess seasonal runoff flows, or residual inflows will continue to sustain existing riparian vegetation, as it did prior to 2013 when the Judge Tunnel water was not discharged into the Creek.

Questions? Contact:

Clint McAffee | clint.mcaffee@parkcity.org

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
August Sales Tax and September Budget Monitoring Report

Suggested Action:

Attachments:
August 2022 Sales Tax Report and September 2022 Budget Report
Exhibit A: August Sales Tax
Exhibit B: September 2022 Revenue
Exhibit C: September 2022 Expenses

Staff Communication

Subject:	**Budget Monitoring, Sales Tax, and Operating Insights**
Author:	**Budget Team**
Department:	**Budget, Debt, & Grants**
Date:	**November 10, 2022**
Type of Item:	**Informational**

August Sales Tax

Park City sales tax revenues posted healthy year-over-year gains in the month of August. The City's core sales taxes, excluding transit and transient room taxes, were up 6.8% over August of FY22. Transit sales taxes posted growth of 5.5% year-over-year, broadly in line with point-of-sale trends.

Next, the City's lodging industry continued to see summer demand. The City's Transient Room Tax posted a 6.6% increase over the previous August of FY22.

This places the City's General Fund sales tax revenues marginally above expectations at $245k above the FY23 Original Budget outlook.

September State Compliance Monthly Budget Reporting

The attachments to this report show monthly revenue and expenditure reports detailed by fund and major object type. Upon Council's request, a column has been added to compare actuals against the estimated monthly budget. In some cases, there are discrepancies in YTD actuals vs. estimated budget due to program seasonality, timing of payments, and capital projects.

Notable Observations:

Revenues

- Year-to-Date Building/Planning/Engineering (BPE) fees are up $923k vs FY22 due to a higher volume of permits issued, and permits issued for a large development with two multi-use residential buildings in September
- Ice revenue increased year-over-year due to the rink being closed for renovations in August and September of 2021
- A decrease in Federal revenue in Transportation due to the timing of when grants are received. The Transportation team expects Federal revenue to surpass FY22 by year-end largely due to a major bus procurement

Expenditures

- Personnel is tracking above FY22 levels due to long-term vacancies being filled and the implementation of the FY23 pay plan. Tracking as expected to the FY23 budget.
- Golf expenses are tracking below FY23 due to the purchase of the new golf cart fleet in FY22

- Variances in Capital expenditures in the Water, Transportation and Capital Improvement Funds due to project timelines, invoicing, and completion dates

Exhibit A: June Sales Tax Update

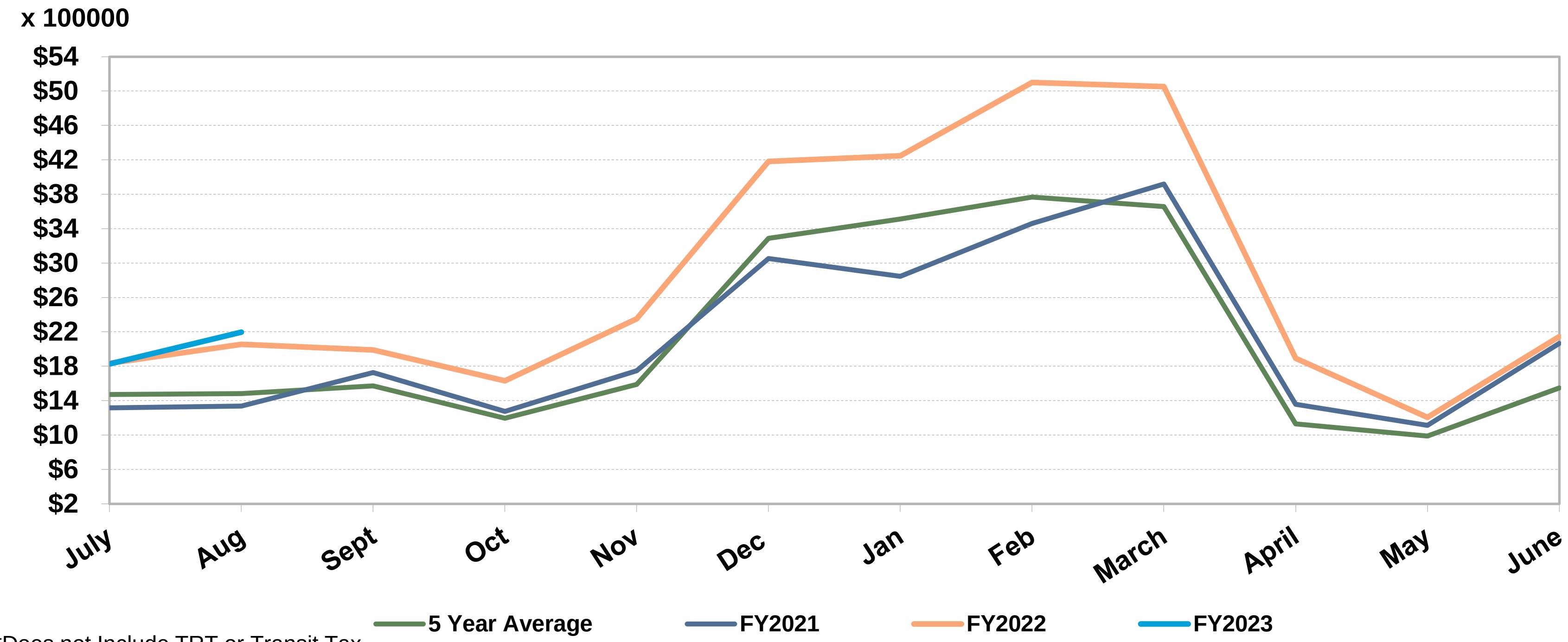
Exhibit B: Revenue Summary by Object and Type

Exhibit C: Expense Summary by Object and Type

August Sales Tax Update

Citywide

Sales Tax Revenues through August



*Does not Include TRT or Transit Tax

- Sales Taxes excluding TRT and Transit Sales Tax +6.8% vs. August FY22
- Transit Sales Tax +5.5% vs. August FY22
- TRT +6.6% vs. August FY22

Source: Park City Municipal Corporation. As of October 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	$890,546	$767,523	$1,047,907	$1,074,186	$1,046,685
August	$839,320	$777,490	$1,171,593	$979,767	$1,252,313
September	$912,173	$991,597	$1,132,767	$802,432	
October	$715,887	$735,086	$934,102	$997,539	
November	$820,365	$995,487	$1,328,051	$1,104,877	
December	$1,877,541	$1,709,314	$2,326,666	$2,123,076	
January	$2,167,578	$1,587,251	$2,346,656	$2,476,324	
February	$1,936,051	$1,915,684	$2,798,863	$2,303,499	
March	$1,318,256	$2,175,133	$2,790,344	$2,004,792	
April	$374,250	$792,166	$1,086,870	$859,084	
May	$439,622	$742,106	$708,047	$734,302	
June	$603,136	$1,186,465	$1,228,941	$973,664	
Total	**$12,894,725**	**$14,375,301**	**$18,900,806**	**$16,433,542**	

Source: Park City Municipal Corporation. As of October 2022.

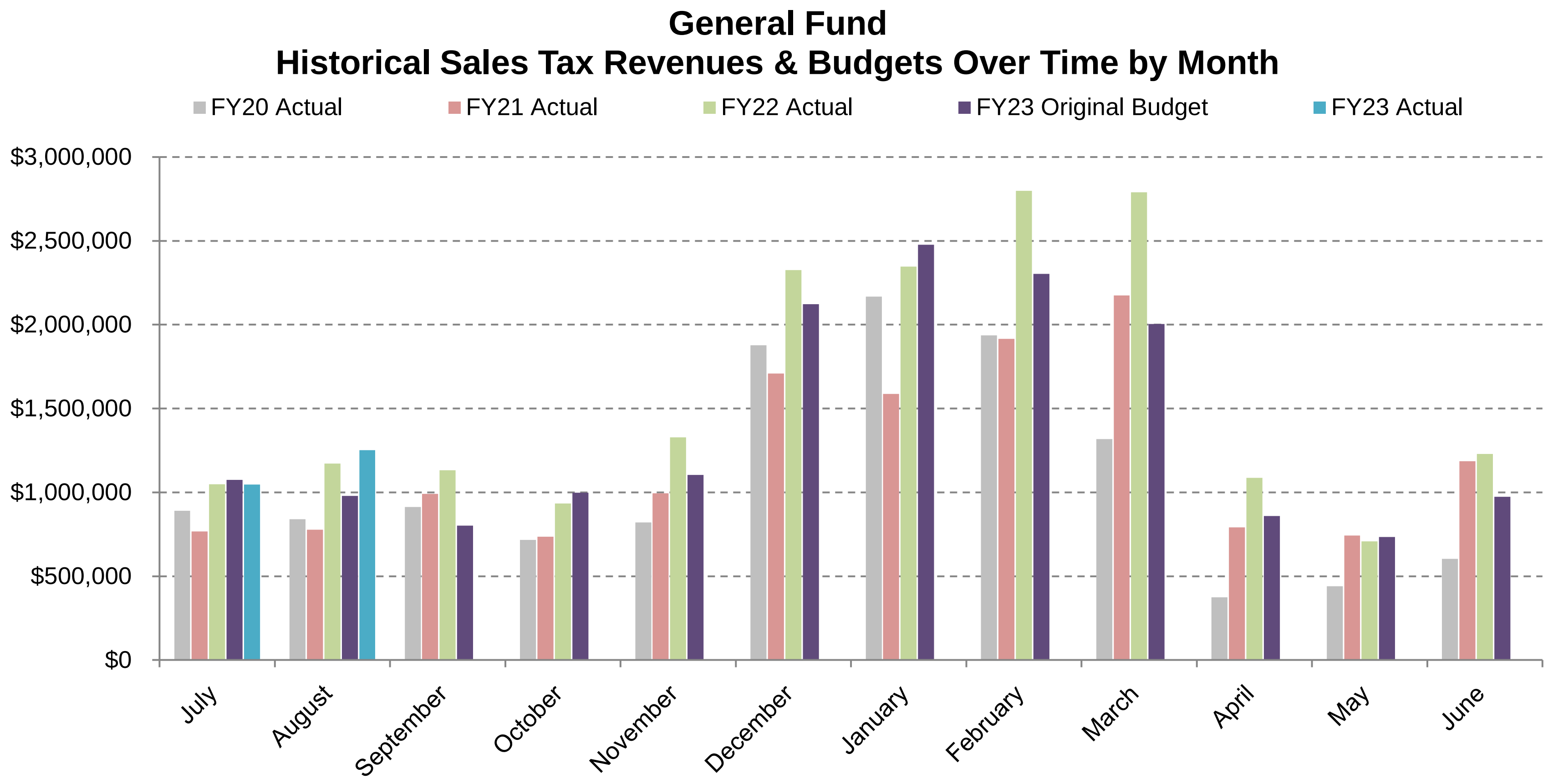
Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - $ Change					
Month	**FY21 Actual vs. FY20 Actual**	**FY22 Actual vs. FY20 Actual**	**FY23 Actual vs. FY21 Actual**	**FY23 Actual vs. FY22 Actual**	**FY23 Actual vs. FY23 Budget**
July	($123,023)	$157,361	$279,162	($1,222)	($27,501)
August	($61,829)	$394,102	$474,822	$80,720	$272,545
September	$79,424	$141,170			
October	$19,198	$199,016			
November	$175,122	$332,565			
December	($168,227)	$617,352			
January	($580,327)	$759,405			
February	($20,367)	$883,179			
March	$856,876	$615,211			
April	$417,916	$294,704			
May	$302,484	($34,059)			
June	$583,329	$42,476			
Total	**$1,480,576**	**$4,402,482**	**$753,984**	**$79,498**	**$245,044**

General Fund - Sales Tax Summary - % Change					
Month	**FY21 Actual vs. FY20 Actual**	**FY22 Actual vs. FY20 Actual**	**FY23 Actual vs. FY21 Actual**	**FY23 Actual vs. FY22 Actual**	**FY23 Actual vs. FY23 Budget**
July	-14%	37%	36%	0%	-3%
August	-7%	51%	61%	7%	28%
September	9%	14%			
October	3%	27%			
November	21%	33%			
December	-9%	36%			
January	-27%	48%			
February	-1%	46%			
March	65%	28%			
April	112%	37%			
May	69%	-5%			
June	97%	4%			
Total	**11%**	**31%**			

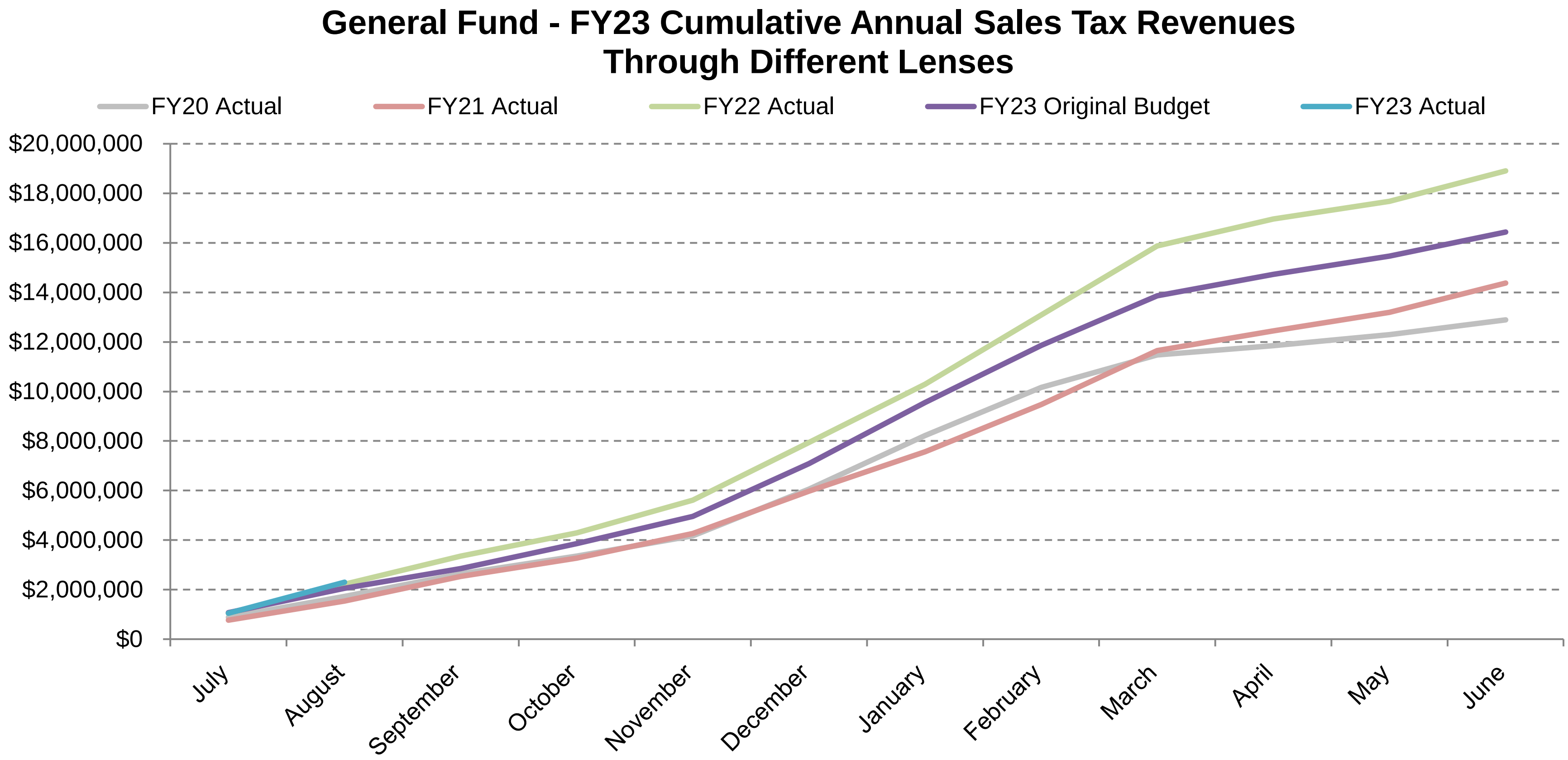
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – General Fund



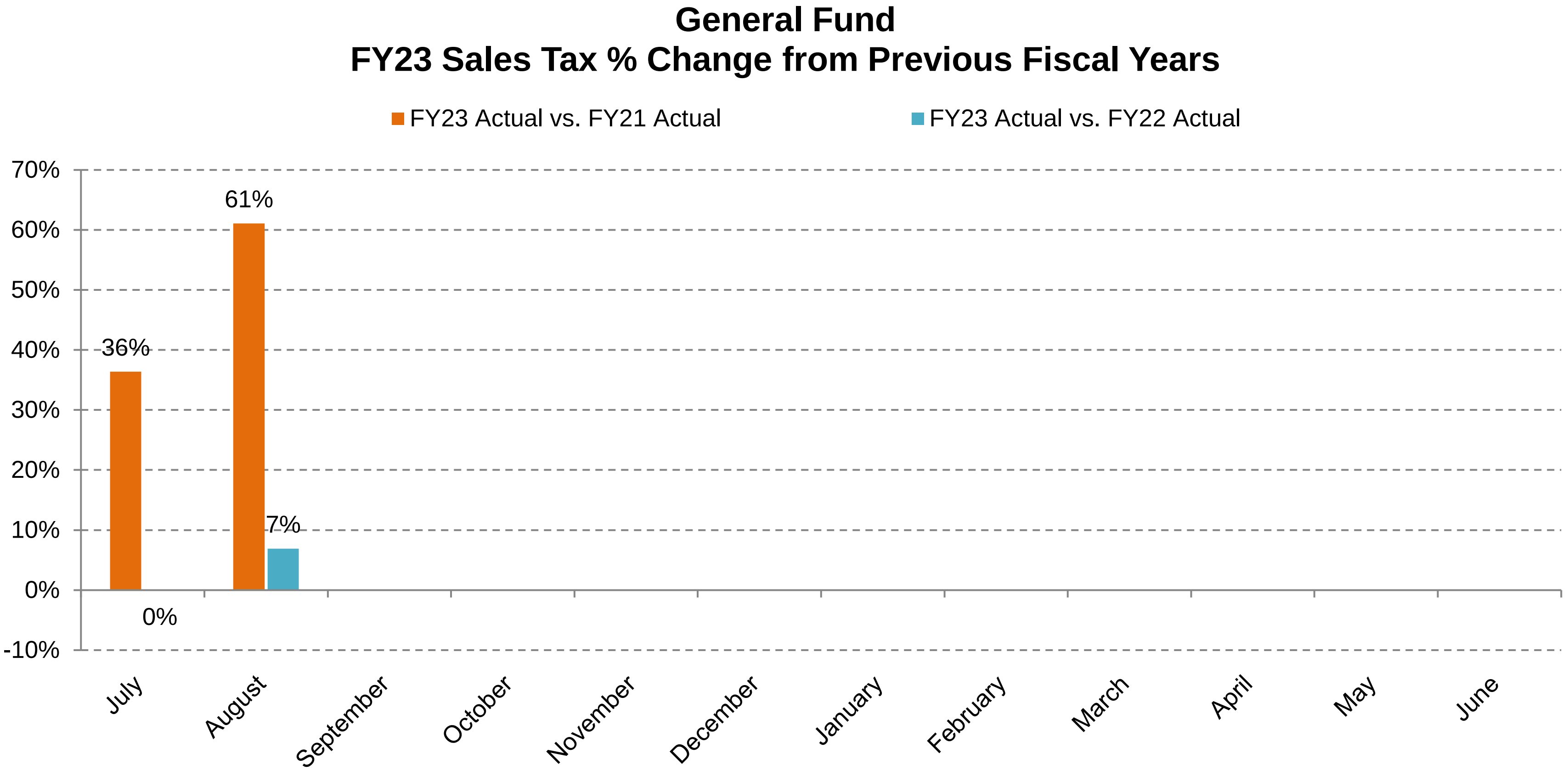
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – General Fund



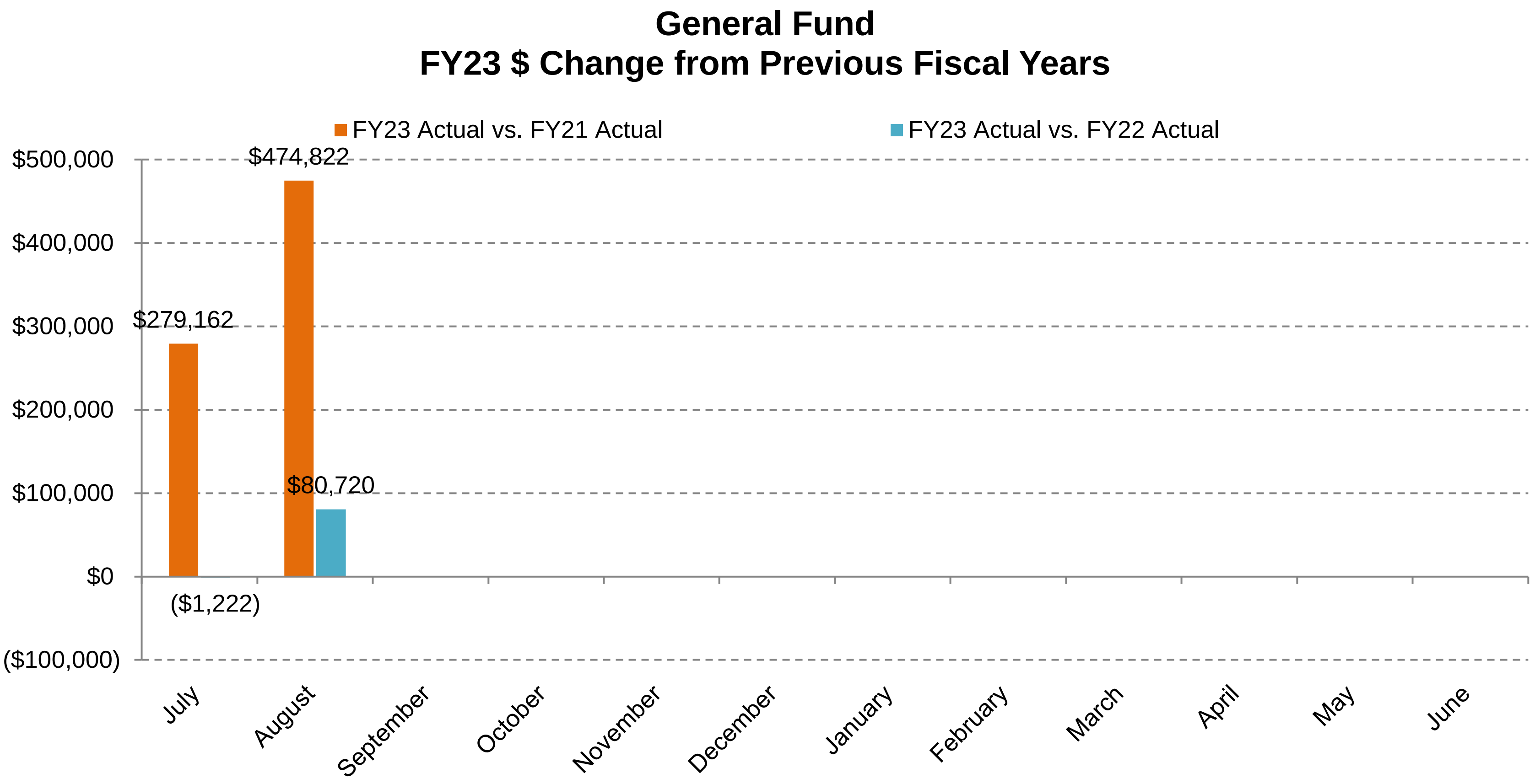
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – General Fund



Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – General Fund



Source: Park City Municipal Corporation. As of October 2022.

Capital Fund

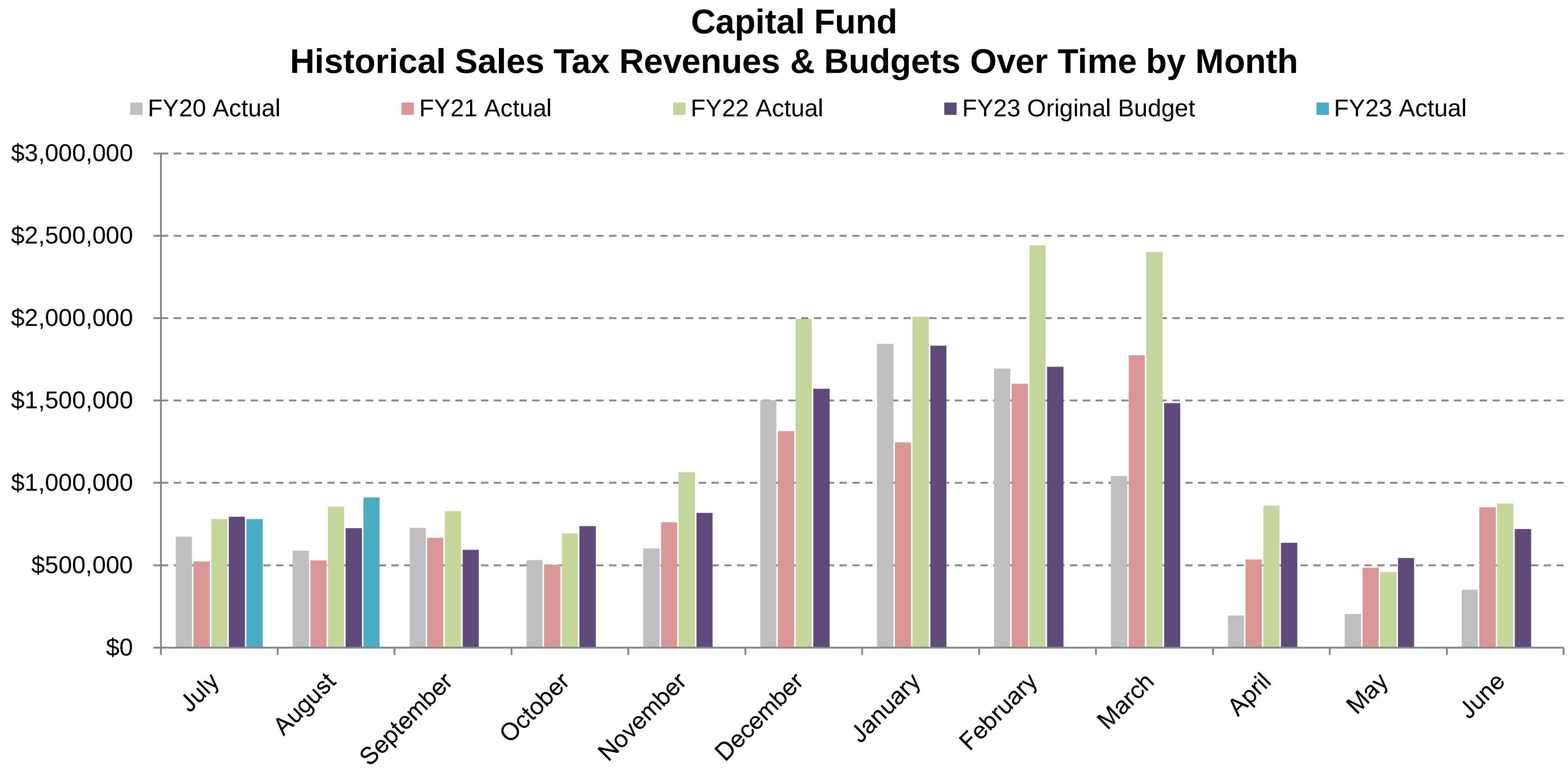
PARK CITY 1884

Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	**FY20 Actual**	**FY21 Actual**	**FY22 Actual**	**FY23 Original Budget**	**FY23 Actual**
July	$673,802	$522,650	$780,132	$795,020	$780,699
August	$587,509	$529,137	$854,877	$725,140	$912,107
September	$727,801	$666,174	$828,758	$593,892	
October	$531,195	$502,670	$693,809	$738,293	
November	$601,730	$760,386	$1,064,856	$817,735	
December	$1,502,704	$1,313,631	$1,995,653	$1,571,318	
January	$1,843,593	$1,246,723	$2,008,220	$1,832,762	
February	$1,693,746	$1,601,025	$2,442,328	$1,704,852	
March	$1,041,321	$1,775,065	$2,402,513	$1,483,774	
April	$195,138	$535,486	$861,517	$635,820	
May	$204,162	$485,197	$458,703	$543,467	
June	$352,198	$852,122	$874,417	$720,622	
Total	**$9,954,898**	**$10,790,265**	**$15,265,782**	**$12,162,696**	

Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – Capital Fund



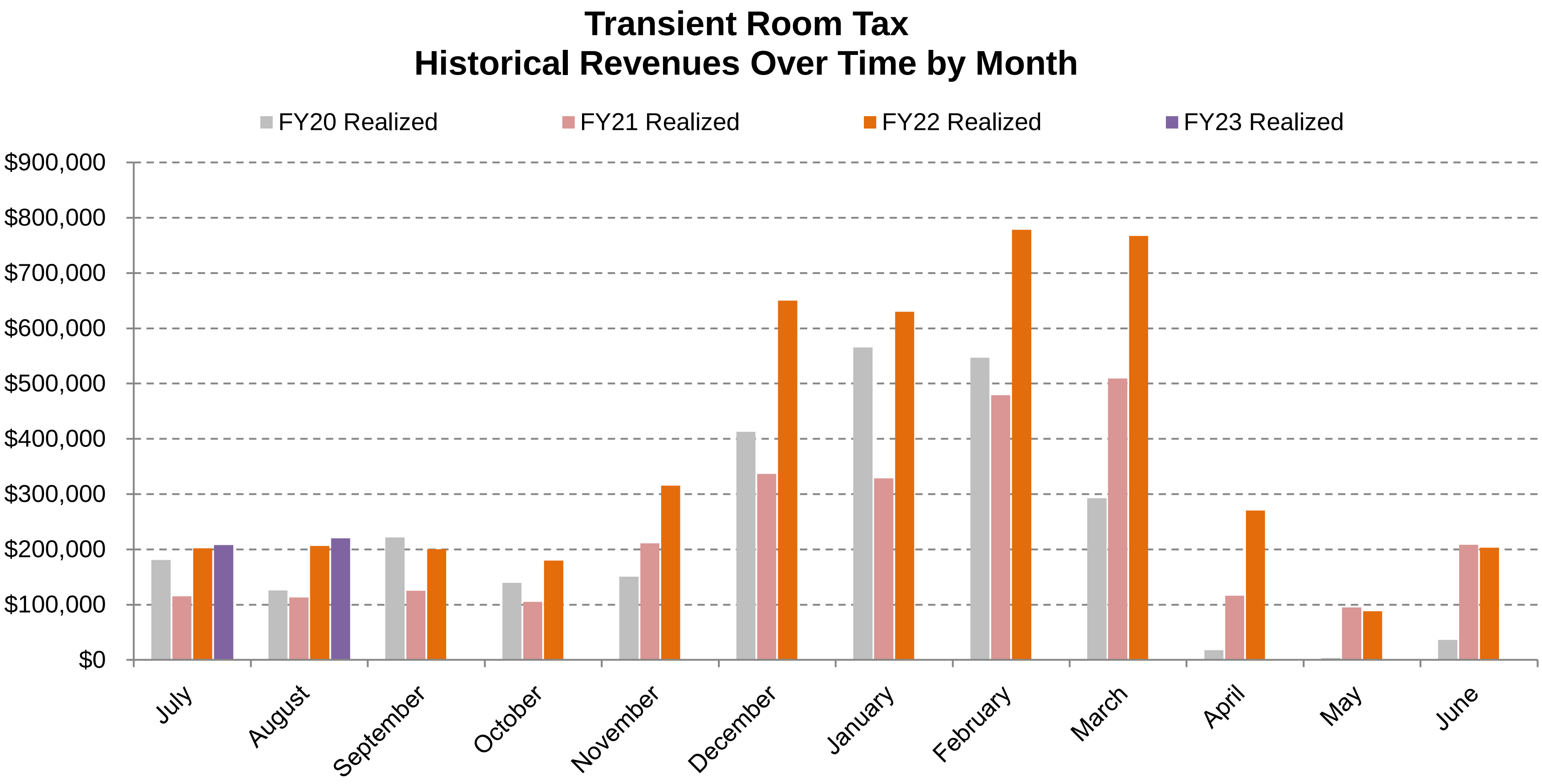
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY20 Realized	FY21 Realized	FY22 Realized	FY23 Realized	FY23 vs. FY22, $ Variance	FY23 vs. FY22, % Variance
July	$180,669	$114,918	$201,780	$207,936	$6,156	3%
August	$125,677	$112,872	$206,192	$219,874	$13,681	7%
September	$221,639	$125,348	$200,321			
October	$139,424	$104,921	$179,897			
November	$150,563	$210,795	$315,172			
December	$412,832	$336,374	$650,240			
January	$565,442	$328,467	$630,062			
February	$546,738	$479,315	$778,153			
March	$292,669	$509,063	$767,199			
April	$17,479	$116,391	$270,230			
May	$3,114	$94,854	$87,896			
June	$36,423	$208,432	$203,021			
Total	**$2,692,669**	**$2,741,751**	**$4,490,163**			

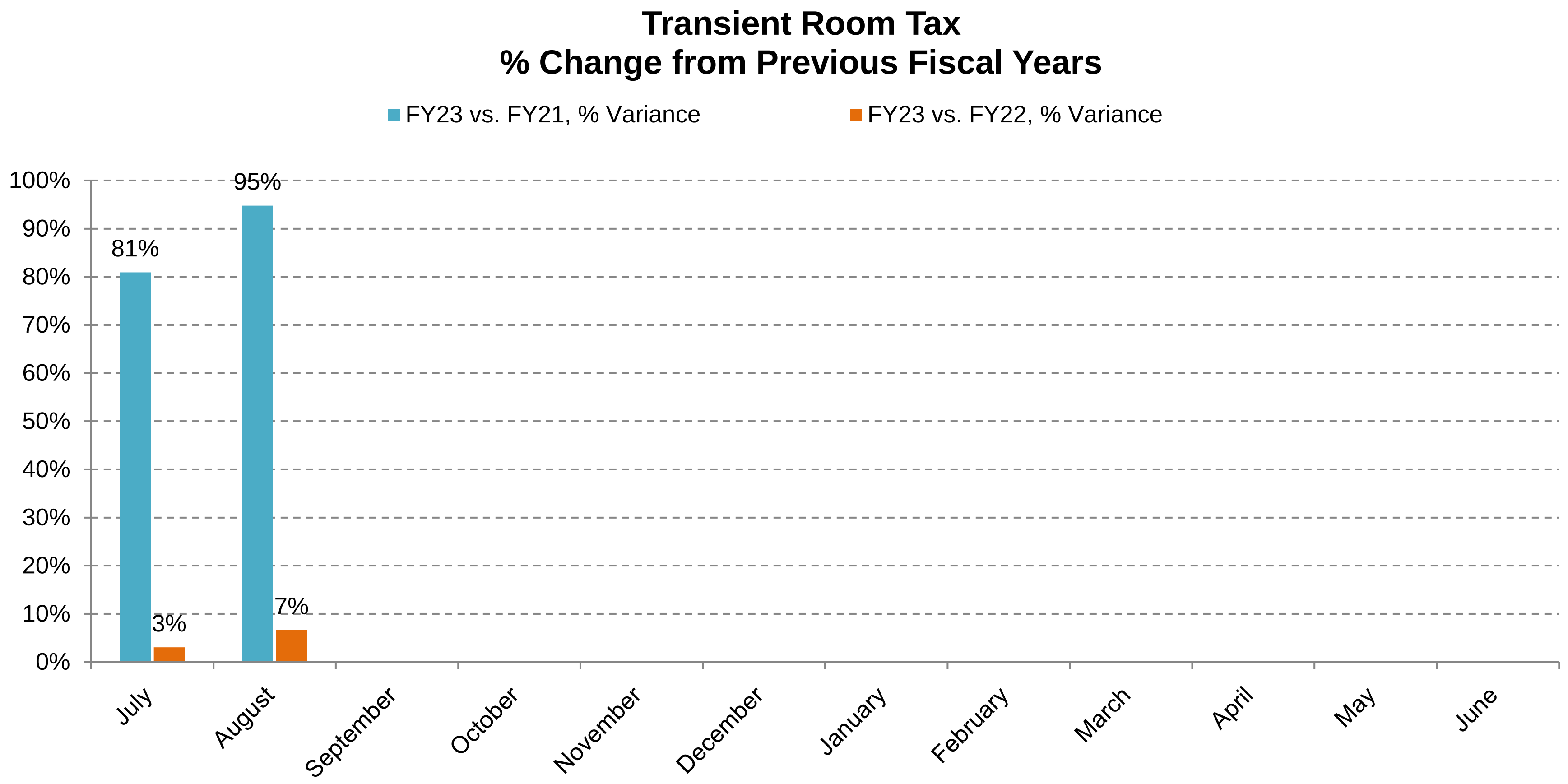
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – Transient Room Tax



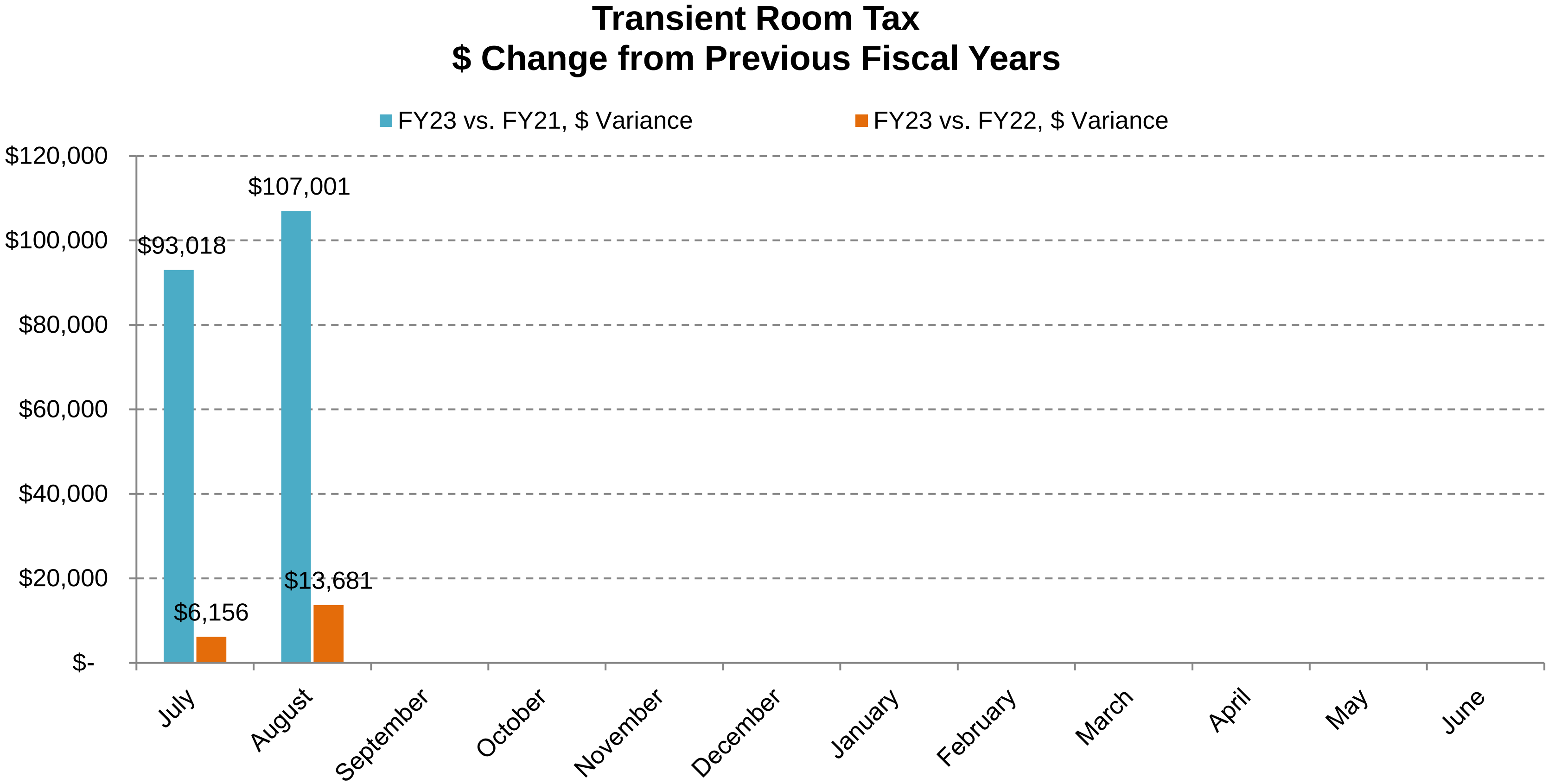
Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – Transient Room Tax



Source: Park City Municipal Corporation. As of October 2022.

Sales Tax Summary – Transient Room Tax



Source: Park City Municipal Corporation. As of October 2022.

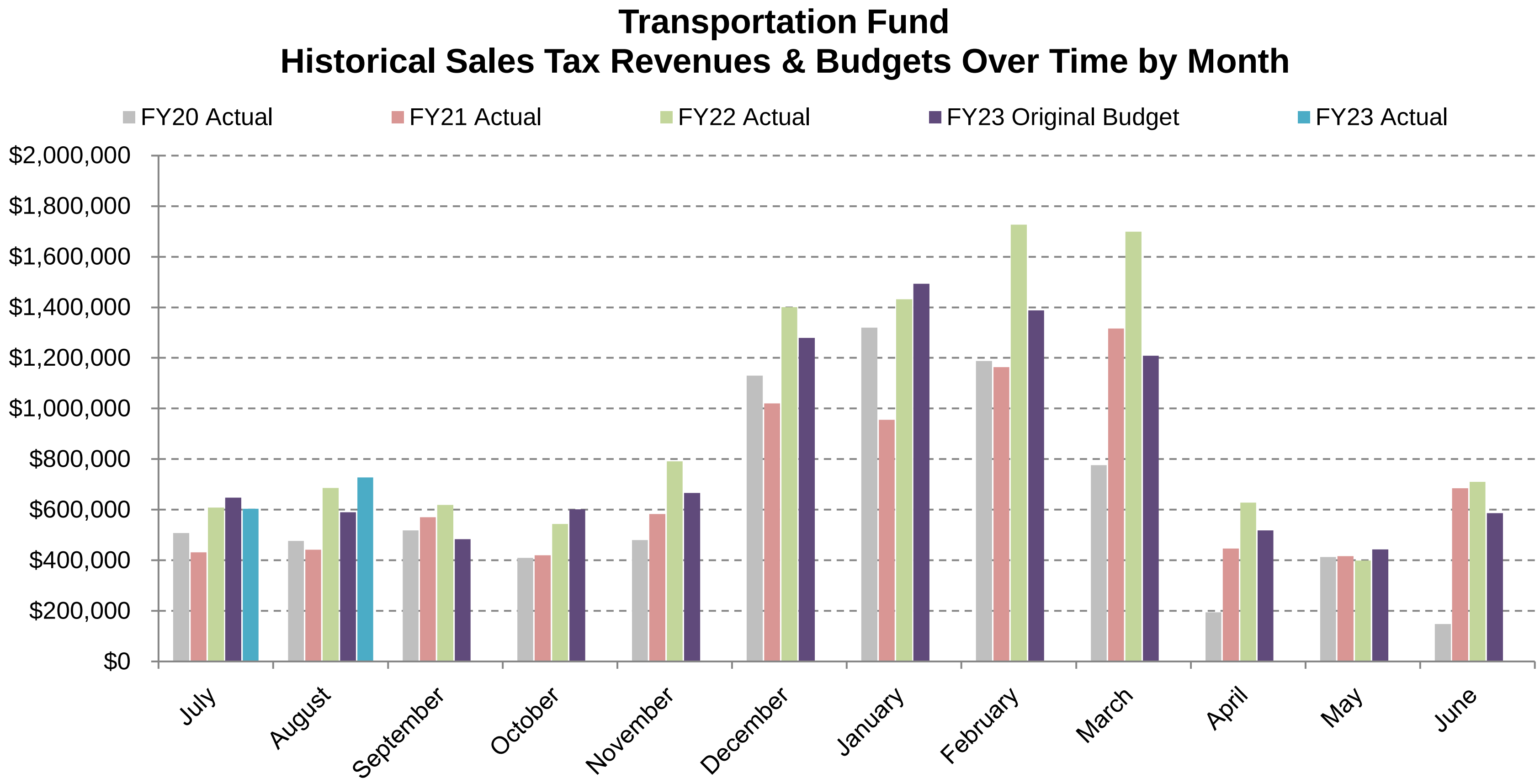
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	**FY20 Actual**	**FY21 Actual**	**FY22 Actual**	**FY23 Original Budget**	**FY23 Actual**
July	$507,735	$431,048	$608,068	$647,455	$603,893
August	$476,867	$441,580	$686,058	$590,545	$727,289
September	$517,995	$570,321	$618,912	$483,658	
October	$409,895	$419,670	$544,337	$601,257	
November	$480,163	$583,067	$790,856	$665,954	
December	$1,129,662	$1,019,746	$1,401,122	$1,279,662	
January	$1,319,546	$955,215	$1,431,732	$1,492,579	
February	$1,187,380	$1,164,026	$1,726,996	$1,388,410	
March	$775,863	$1,316,569	$1,698,476	$1,208,368	
April	$194,288	$446,180	$627,698	$517,804	
May	$412,635	$416,661	$398,841	$442,593	
June	$148,275	$684,361	$710,502	$586,866	
Total	**$7,560,305**	**$8,448,444**	**$11,243,598**	**$9,905,150**	

Source: Park City Municipal Corporation. As of October 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

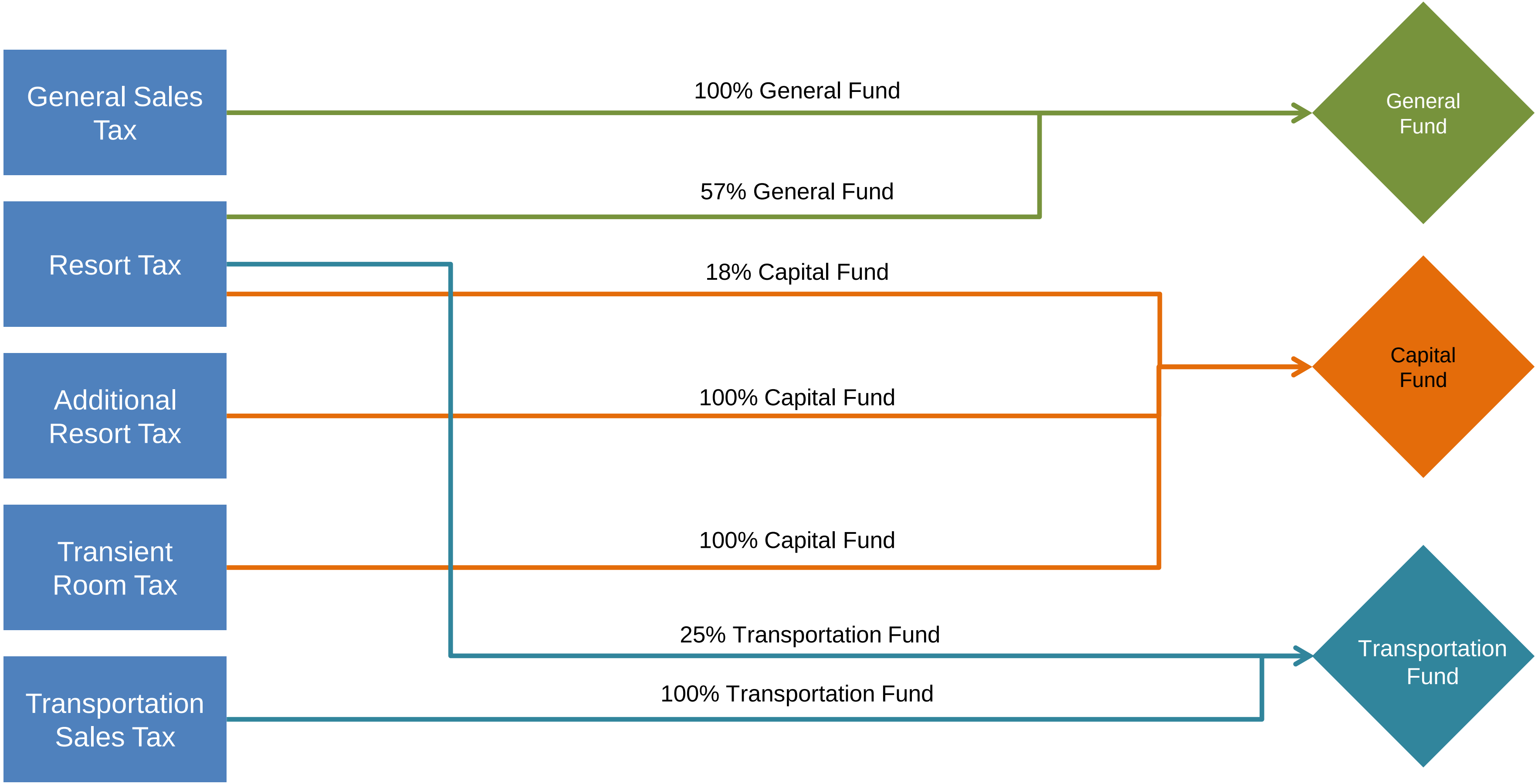
Sales Tax Summary – Transportation Fund



Source: Park City Municipal Corporation. As of October 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

Appendix

Where Do Our Sales Taxes Go?



Revenue September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY 2023
- 011 GENERAL FUND						
Property Taxes	$ 133,398	$ 44,673	$ 46,501	$ 59,836	$ (13,335)	$ 12,938,775
Sales Tax	$ 883,732	$ 1,212,476	$ 1,209,481	$ 1,201,527	$ 7,954	$ 16,433,542
Franchise Tax	$ 284,832	$ 298,844	$ 308,747	$ 161,272	$ 147,474	$ 3,297,706
Licenses	$ 132,410	$ 133,207	$ 188,634	$ 136,597	$ 52,037	$ 500,088
Planning Building & Engineering Fees	$ 985,490	$ 1,292,793	$ 2,215,902	$ 1,323,669	$ 892,232	$ 3,914,520
Special Event Fees	$ 1,785	$ 8,000	$ 19,883	$ 2,225	$ 17,658	$ 101,319
Federal Revenue			$ 5,875	$ 12,091	$ (6,216)	$ 48,362
State Revenue	$ (1,205)	$ 4,500		$ 728	$ (728)	$ 68,086
County/SP District Revenue			$ 15,000	$ 11,433	$ 3,567	$ 21,827
Cemetery Charges for Services	$ 4,986	$ 4,872	$ 5,946	$ 23,262	$ (17,317)	$ 70,098
Recreation	$ 551,128	$ 653,958	$ 669,549	$ 571,646	$ 97,902	$ 2,359,858
Other Service Revenue	$ 7,437	$ 9,923	$ 10,639	$ 14,192	$ (3,553)	$ 56,768
Library Fees	$ 5,027	$ 5,525	$ 4,130	$ 4,803	$ (673)	$ 13,691
Misc. Revenues	$ 108,989	$ 57,371	$ 83,968	$ 57,060	$ 26,908	$ 205,733
Interfund Transactions (Admin)	$ 502,461	$ 558,825	$ 665,001	$ 843,751	$ (178,750)	$ 3,375,002
Special Revenues & Resources	$ 250,198	$ 515,283	$ 505,029	$ 200,500	$ 304,529	$ 790,529
Total 011 GENERAL FUND	$ 3,850,667	$ 4,800,251	$ 5,954,284	$ 4,624,592	$ 1,329,692	$ 44,195,904
- 012 QUINNS RECREATION COMPLEX						
Recreation	$ 285	$ 246	$ 5,294	$ 1,016	$ 4,278	$ 5,218
Ice	$ 121,415	$ 118,499	$ 174,631	$ 240,854	$ (66,223)	$ 955,233
Misc. Revenues	$ (47)	$ 216	$ 4		$ 4	$ 1,316
Total 012 QUINNS RECREATION COMPLEX	$ 121,653	$ 118,961	$ 179,929	$ 241,870	$ (61,941)	$ 961,767
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes		$ 473	$ 1,908	$ 1,506	$ 402	$ 4,252,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND		$ 473	$ 1,908	$ 1,506	$ 402	$ 4,252,000
- 024 MAIN STREET RDA SPECIAL REVENUE FUND						
Property Taxes	$ 3,856	$ 5,332	$ 29	$ 4,787	$ (4,758)	$ 1,276,319
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	$ 3,856	$ 5,332	$ 29	$ 4,787	$ (4,758)	$ 1,276,319
- 031 CAPITAL IMPROVEMENT FUND						
Sales Tax	$ 406,442	$ 615,563	$ 618,034	$ 486,645	$ 131,389	$ 12,812,034
Planning Building & Engineering Fees	$ 109,114	$ 131,109	$ 384,802	$ 104,924	$ 279,878	$ 419,695
Federal Revenue				$ 7,370	$ (7,370)	$ 29,478
State Revenue	$ 65,230	$ 173,537	$ 60,520	$ 93,757	$ (33,237)	$ 375,029
County/SP District Revenue			$ 35,000	$ 115,779	$ (80,779)	$ 463,116

Revenue September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY 2023
Misc. Revenues	$ 583,778	$ 14,477	$ 34,965	$ 223,339	$ (188,373)	$ 893,355
Special Revenues & Resources	$ 1,828	$ 3,063	$ 77,143	$ 99,225	$ (22,083)	$ 396,901
Bond Proceeds					$ -	$ 3,000,000
Total 031 CAPITAL IMPROVEMENT FUND	$ 1,166,391	$ 937,749	$ 1,210,463	$ 1,131,038	$ 79,425	$ 18,389,608
- 033 REDEVELOPMENT AGENCY-LOWER PRK						
Interfund Transactions (CIP/Debt)	$ 773,133	$ 773,133	$ 773,133	$ 773,133	$ -	$ 3,092,532
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	$ 773,133	$ 773,133	$ 773,133	$ 773,133	$ -	$ 3,092,532
- 034 REDEVELOPMENT AGENCY-MAIN ST						
Interfund Transactions (CIP/Debt)	$ 174,999	$ 174,999	$ 174,999	$ 175,000	$ (1)	$ 700,000
Total 034 REDEVELOPMENT AGENCY-MAIN ST	$ 174,999	$ 174,999	$ 174,999	$ 175,000	$ (1)	$ 700,000
- 038 EQUIPMENT REPLACEMENT CIP						
Interfund Transactions (CIP/Debt)	$ 328,899	$ 396,399	$ 396,399	$ 396,400	$ (1)	$ 1,585,600
Total 038 EQUIPMENT REPLACEMENT CIP	$ 328,899	$ 396,399	$ 396,399	$ 396,400	$ (1)	$ 1,585,600
- 051 WATER FUND						
Planning Building & Engineering Fees	$ 334,667	$ 419,112	$ 331,071	$ 304,864	$ 26,207	$ 1,219,456
Federal Revenue				$ 117,491	$ (117,491)	$ 469,962
Water Charges for Services	$ 5,482,357	$ 5,370,929	$ 5,119,481	$ 5,098,067	$ 21,414	$ 20,392,268
Misc. Revenues	$ 86,184	$ 9,463	$ 157,766	$ 52,273	$ 105,493	$ 209,092
Bond Proceeds					$ -	$ 37,589,496
Total 051 WATER FUND	$ 5,903,208	$ 5,799,503	$ 5,608,318	$ 5,572,695	$ 35,624	$ 59,880,274
- 052 STORM WATER FUND						
Water Charges for Services	$ 140,193	$ 291,379	$ 301,517	$ 311,770	$ (10,253)	$ 2,000,000
Total 052 STORM WATER FUND	$ 140,193	$ 291,379	$ 301,517	$ 311,770	$ (10,253)	$ 2,000,000
- 055 GOLF COURSE FUND						
Recreation	$ 1,112,439	$ 1,174,364	$ 1,228,641	$ 417,527	$ 811,114	$ 1,365,189
Misc. Revenues	$ 335	$ 27	$ 5,019	$ 9,740	$ (4,721)	$ 38,959
Interfund Transactions (CIP/Debt)	$ 6,249	$ 6,249	$ 6,249	$ 6,250	$ (1)	$ 25,000
Total 055 GOLF COURSE FUND	$ 1,119,022	$ 1,180,640	$ 1,239,909	$ 433,516	$ 806,392	$ 1,429,148
- 057 TRANSPORTATION & PARKING FUND						
Sales Tax	$ 431,048	$ 608,068	$ 602,675	$ 702,022	$ (99,348)	$ 12,096,227
Licenses	$ 499,704	$ 488,772	$ 767,001	$ 245,474	$ 521,527	$ 981,896
Federal Revenue		$ 5,597,112	$ 3,396,636	$ 5,428,455	$ (2,031,819)	$ 21,713,819
Transit Charges for Services	$ 1,387,635	$ 1,100		$ 20,811	$ (20,811)	$ 83,243
Misc. Revenues	$ 23,777	$ 18,855		$ 71,816	$ (71,816)	$ 287,265
Special Revenues & Resources	$ 76,374			$ 72,272	$ (72,272)	$ 289,087

Revenue September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY 2023
Total 057 TRANSPORTATION & PARKING FUND	$ 2,418,539	$ 6,713,907	$ 4,766,311	$ 6,540,850	$ (1,774,539)	$ 35,451,537
- 058 PARKING FUND						
Fines & Forfeitures	$ 18,423	$ 828,875	$ 897,070	$ 650,841	$ 246,229	$ 2,603,364
Total 058 PARKING FUND	$ 18,423	$ 828,875	$ 897,070	$ 650,841	$ 246,229	$ 2,603,364
- 062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	$ 681,249	$ 592,525	$ 686,355	$ 686,350	$ 5	$ 2,745,400
Total 062 FLEET SERVICES FUND	$ 681,249	$ 592,525	$ 686,355	$ 686,350	$ 5	$ 2,745,400
- 064 SELF INSURANCE FUND						
Misc. Revenues	$ 68,751	$ 68,751	$ 87,501	$ 82,975	$ 4,526	$ 350,000
Interfund Transactions (Admin)	$ 349,761	$ 395,865	$ 423,495	$ 423,498	$ (3)	$ 1,693,993
Total 064 SELF INSURANCE FUND	$ 418,512	$ 464,616	$ 510,996	$ 506,474	$ 4,522	$ 2,043,993
- 070 SALES TAX REV BOND - DEBT SVS FUND						
Interfund Transactions (CIP/Debt)	$ 1,852,482	$ 1,740,555	$ 1,742,199	$ 1,742,198	$ 1	$ 6,968,791
Total 070 SALES TAX REV BOND - DEBT SVS FUND	$ 1,852,482	$ 1,740,555	$ 1,742,199	$ 1,742,198	$ 1	$ 6,968,791
- 071 DEBT SERVICE FUND						
Property Taxes				$ -	$ -	$ 9,509,688
Misc. Revenues	$ 185	$ 78	$ 967	$ 9,842	$ (8,874)	$ 39,366
Total 071 DEBT SERVICE FUND	$ 185	$ 78	$ 967	$ 9,842	$ (8,874)	$ 9,549,054
- Grand Total						
TOTAL	$ 18,971,410	$ 24,819,375	$ 24,444,788	$ 23,802,862	$ 641,926	$ 197,125,291

Expenses September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Orig Budget FY 2023
- 011 GENERAL FUND						
PERSONNEL SERVICES	$ 4,778,022	$ 5,226,486	$ 7,152,687	$ 7,760,819	$ (608,132)	$ 31,142,035
MATERIALS, SUPPLIES AND SERVICES	$ 178,170	$ 244,704	$ 286,135	$ 238,636	$ 47,499	$ 1,377,041
UTILITIES	$ 86,637	$ 93,086	$ 92,352	$ 291,970	$ (199,618)	$ 1,621,854
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 752,853	$ 933,169	$ 938,079	$ 929,063	$ 9,016	$ 5,456,600
PARTS/MAINTENANCE SUPPLIES	$ 117,626	$ 261,092	$ 316,644	$ 322,522	$ (5,878)	$ 1,628,953
SPECIAL SERV CONTRACT/MISC CHARGES	$ 275,464	$ 251,519	$ 406,050	$ 614,526	$ (208,476)	$ 1,586,629
CAPITAL OUTLAY	$ 36,462	$ 33,519	$ 56,257	$ 65,494	$ (9,238)	$ 726,689
INTERFUND TRANSFER	$ 708,513	$ 771,195	$ 859,947	$ 859,945	$ 2	$ 3,439,780
Total 011 GENERAL FUND	$ 6,933,746	$ 7,814,769	$ 10,108,150	$ 11,082,977	$ (974,826)	$ 46,979,582
- 012 QUINNS RECREATION COMPLEX						
PERSONNEL SERVICES	$ 169,776	$ 193,839	$ 247,278	$ 292,781	$ (45,503)	$ 1,142,784
MATERIALS, SUPPLIES AND SERVICES	$ 11,582	$ 6,363	$ 20,473	$ 15,380	$ 5,093	$ 71,420
UTILITIES	$ 14,108	$ 18,908	$ 14,074	$ 20,310	$ (6,236)	$ 157,179
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 12,484	$ 18,478	$ 20,088	$ 26,802	$ (6,715)	$ 104,410
PARTS/MAINTENANCE SUPPLIES	$ 11,776	$ 8,418	$ 12,796	$ 12,575	$ 221	$ 52,020
SPECIAL SERV CONTRACT/MISC CHARGES	$ 5,233	$ 4,044	$ 5,707	$ 4,397	$ 1,309	$ 21,000
CAPITAL OUTLAY					$ -	$ 1,000
Total 012 QUINNS RECREATION COMPLEX	$ 224,959	$ 250,050	$ 320,416	$ 372,246	$ (51,830)	$ 1,549,813
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
MATERIALS, SUPPLIES AND SERVICES	$ 5,436	$ 4,924			$ -	$ 10,000
UTILITIES	$ 866	$ 376	$ 198	$ 4,072	$ (3,873)	$ 34,623
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ (2,500)	$ 180		$ (3,870)	$ 3,870	$ 70,000
SPECIAL SERV CONTRACT/MISC CHARGES				$ 142,000	$ (142,000)	$ 568,000
INTERFUND TRANSFER	$ 773,133	$ 773,133	$ 773,133	$ 773,133	$ -	$ 3,092,532
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$ 776,935	$ 778,613	$ 773,331	$ 915,334	$ (142,003)	$ 3,775,155
- 024 MAIN STREET RDA SPECIAL REVENUE FUND						
CONTRACT SVCS/CONSULTING/SOFTWARE LIC			$ 6,830		$ 6,830	$ 50,000
SPECIAL SERV CONTRACT/MISC CHARGES				$ 101,250	$ (101,250)	$ 405,000
INTERFUND TRANSFER	$ 174,999	$ 174,999	$ 174,999	$ 175,000	$ (1)	$ 700,000
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	$ 174,999	$ 174,999	$ 181,829	$ 254,877	$ (73,048)	$ 1,155,000
- 031 CAPITAL IMPROVEMENT FUND						
CAPITAL OUTLAY	$ 997,495	$ 1,374,633	$ 2,626,618	$ 5,125,178	$ (2,498,560)	$ 20,500,712
INTERFUND TRANSFER	$ 895,080	$ 1,043,658	$ 1,044,270	$ 1,044,269	$ 1	$ 4,177,076
Total 031 CAPITAL IMPROVEMENT FUND	$ 1,892,575	$ 2,418,291	$ 3,670,888	$ 6,186,313	$ (2,515,425)	$ 24,677,788
- 033 REDEVELOPMENT AGENCY-LOWER PRK						
CAPITAL OUTLAY	$ 2,103	$ 15,000	$ 6,824	$ 73,750	$ (66,926)	$ 295,000
INTERFUND TRANSFER	$ 695,709	$ 696,897	$ 697,929	$ 697,929	$ 0	$ 2,791,715
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	$ 697,812	$ 711,897	$ 704,753	$ 563,624	$ 141,129	$ 3,086,715

Expenses September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Orig Budget FY 2023
- 038 EQUIPMENT REPLACEMENT CIP						
CAPITAL OUTLAY	$ 78,367	$ 104,919	$ 498,700	$ 462,766	$ 35,935	$ 1,851,062
Total 038 EQUIPMENT REPLACEMENT CIP	$ 78,367	$ 104,919	$ 498,700	$ 462,766	$ 35,935	$ 1,851,062
- 051 WATER FUND						
PERSONNEL SERVICES	$ 658,115	$ 758,416	$ 1,020,916	$ 1,149,580	$ (128,664)	$ 4,487,041
MATERIALS, SUPPLIES AND SERVICES	$ 90,324	$ 71,325	$ 203,564	$ 82,601	$ 120,963	$ 489,011
UTILITIES	$ 90,686	$ 78,919	$ 15,719	$ 206,794	$ (191,075)	$ 1,377,686
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 310,429	$ 296,580	$ 375,460	$ 355,379	$ 20,082	$ 1,842,140
PARTS/MAINTENANCE SUPPLIES	$ 178,488	$ 235,491	$ 293,654	$ 234,384	$ 59,270	$ 1,401,050
SPECIAL SERV CONTRACT/MISC CHARGES	$ 28,867	$ 38,782	$ 52,423	$ 26,838	$ 25,585	$ 122,000
CAPITAL OUTLAY	$ 4,701,313	$ 7,792,257	$ 3,498,612	$ 7,987,121	$ (4,488,510)	$ 32,185,962
DEBT SERVICE	$ (23,643)	$ (18,166)	$ 103,787	$ -	$ 103,787	$ 5,577,420
INTERFUND TRANSFER	$ 264,519	$ 273,108	$ 335,562	$ 514,310	$ (178,748)	$ 2,057,241
Total 051 WATER FUND	$ 6,299,099	$ 9,526,711	$ 5,899,697	$ 10,557,007	$ (4,657,310)	$ 49,539,551
- 052 STORM WATER FUND						
PERSONNEL SERVICES	$ 146,591	$ 155,988	$ 234,944	$ 182,938	$ 52,006	$ 714,043
MATERIALS, SUPPLIES AND SERVICES	$ 5,273	$ 3,683	$ 4,086	$ 15,752	$ (11,665)	$ 63,000
UTILITIES	$ 2,153	$ 3,283	$ 2,397	$ 6,391	$ (3,994)	$ 56,345
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 7,593	$ 11,747	$ 10,827	$ 29,562	$ (18,734)	$ 149,625
PARTS/MAINTENANCE SUPPLIES	$ -	$ 4,998	$ 6,435	$ 7,850	$ (1,415)	$ 41,406
CAPITAL OUTLAY	$ 20,115	$ -	$ -	$ 92,969	$ (92,969)	$ 371,500
INTERFUND TRANSFER	$ 31,857	$ 33,864	$ 39,345	$ 39,344	$ 1	$ 157,377
Total 052 STORM WATER FUND	$ 213,581	$ 213,563	$ 298,034	$ 374,806	$ (76,772)	$ 1,553,296
- 055 GOLF COURSE FUND						
PERSONNEL SERVICES	$ 239,290	$ 258,653	$ 297,318	$ 259,693	$ 37,625	$ 1,013,633
MATERIALS, SUPPLIES AND SERVICES	$ 13,754	$ 16,720	$ 20,033	$ 16,883	$ 3,150	$ 69,200
UTILITIES	$ 5,004	$ 32,074	$ 301	$ 51,654	$ (51,353)	$ 145,834
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 15,254	$ 32,974	$ 29,956	$ 25,741	$ 4,215	$ 94,575
PARTS/MAINTENANCE SUPPLIES	$ 74,810	$ 298,790	$ 121,674	$ 91,536	$ 30,138	$ 299,800
SPECIAL SERV CONTRACT/MISC CHARGES	$ 21,108	$ 24,134	$ 24,298	$ 25,639	$ (1,341)	$ 43,500
CAPITAL OUTLAY	$ 11,714	$ 13,985	$ 3,155	$ 28,641	$ (25,486)	$ 114,565
INTERFUND TRANSFER	$ 33,726	$ 35,595	$ 42,024	$ 42,025	$ (1)	$ 168,102
Total 055 GOLF COURSE FUND	$ 414,660	$ 712,925	$ 538,759	$ 541,812	$ (3,053)	$ 1,949,208
- 057 TRANSPORTATION & PARKING FUND						
PERSONNEL SERVICES	$ 1,556,822	$ 1,455,482	$ 1,989,268	$ 2,421,934	$ (432,666)	$ 9,453,294
MATERIALS, SUPPLIES AND SERVICES	$ 53,061	$ 44,520	$ 37,254	$ 52,259	$ (15,005)	$ 309,922
UTILITIES	$ 36,532	$ 33,830	$ 19,289	$ 55,458	$ (36,168)	$ 429,836
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 153,369	$ 91,910	$ 115,259	$ 115,494	$ (235)	$ 1,753,816
PARTS/MAINTENANCE SUPPLIES	$ 3,676	$ 2,512	$ 6,401	$ 3,086	$ 3,315	$ 35,000

Expenses September 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate	Orig Budget FY 2023
SPECIAL SERV CONTRACT/MISC CHARGES	$ 1,563	$ 5,159	$ 8,423	$ 2,201	$ 6,221	$ 16,500
CAPITAL OUTLAY	$ (1,862,202)	$ 304,348	$ 103,086	$ 4,530,105	$ (4,427,019)	$ 18,022,449
INTERFUND TRANSFER	$ 833,628	$ 826,626	$ 898,185	$ 898,186	$ (1)	$ 3,592,743
Total 057 TRANSPORTATION & PARKING FUND	$ 776,450	$ 2,764,387	$ 3,177,165	$ 8,078,723	$ (4,901,558)	$ 33,613,561
- 058 PARKING FUND						
PERSONNEL SERVICES	$ 163,087	$ 163,566	$ 241,976	$ 293,115	$ (51,140)	$ 1,144,087
MATERIALS, SUPPLIES AND SERVICES	$ 8,442	$ 37,437	$ 18,718	$ 43,033	$ (24,315)	$ 472,500
UTILITIES	$ 1,151	$ 2,149	$ 1,671	$ 855	$ 816	$ 10,000
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ (40,000)	$ 650	$ 13,111	$ (14,410)	$ 27,521	$ 148,000
PARTS/MAINTENANCE SUPPLIES	$ 6,751	$ 1,751	$ 3,393	$ 12,656	$ (9,263)	$ 57,000
SPECIAL SERV CONTRACT/MISC CHARGES	$ 867	$ 38,270	$ 25,205	$ 17,749	$ 7,456	$ 65,000
CAPITAL OUTLAY				$ 50,250	$ (50,250)	$ 201,000
INTERFUND TRANSFER	$ 2,001	$ 4,125	$ 2,436	$ 2,438	$ (2)	$ 9,750
Total 058 PARKING FUND	$ 142,298	$ 247,947	$ 306,510	$ 405,449	$ (98,939)	$ 2,107,337
- 062 FLEET SERVICES FUND						
PERSONNEL SERVICES	$ 200,312	$ 216,192	$ 272,824	$ 295,827	$ (23,002)	$ 1,154,672
MATERIALS, SUPPLIES AND SERVICES	$ 8,698	$ 9,209	$ 28,860	$ 9,374	$ 19,486	$ 63,950
UTILITIES	$ 63,548	$ 170,804	$ 215,690	$ 152,988	$ 62,702	$ 1,002,900
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		$ 1,302	$ 1,129	$ 415	$ 714	$ 8,000
PARTS/MAINTENANCE SUPPLIES	$ 156,344	$ 132,140	$ 149,428	$ 144,088	$ 5,340	$ 770,200
CAPITAL OUTLAY					$ -	$ 6,205
Total 062 FLEET SERVICES FUND	$ 428,902	$ 529,647	$ 667,933	$ 602,692	$ 65,240	$ 3,005,927
- 064 SELF INSURANCE FUND						
MATERIALS, SUPPLIES AND SERVICES	$ 16,006	$ 11,113	$ 11,893	$ 9,891	$ 2,002	$ 50,500
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	$ 85,204	$ 87,535	$ 292,471	$ 43,053	$ 249,418	$ 541,952
SPECIAL SERV CONTRACT/MISC CHARGES	$ 38,572	$ 51,149	$ 54,299	$ 73,658	$ (19,360)	$ 970,000
Total 064 SELF INSURANCE FUND	$ 139,783	$ 149,797	$ 358,662	$ 126,602	$ 232,060	$ 1,562,452
- 070 SALES TAX REV BOND - DEBT SVS FUND						
DEBT SERVICE	$ 2,100	$ 2,100	$ 2,100		$ 2,100	$ 6,972,216
Total 070 SALES TAX REV BOND - DEBT SVS FUND	$ 2,100	$ 2,100	$ 2,100	$ -	$ 2,100	$ 6,972,216
- 071 DEBT SERVICE FUND						
DEBT SERVICE	$ 1,463,250	$ 1,358,250	$ 1,249,125		$ 1,249,125	$ 9,509,688
Total 071 DEBT SERVICE FUND	$ 1,463,250	$ 1,358,250	$ 1,249,125	$ -	$ 1,249,125	$ 9,509,688
- Grand Total						
TOTAL	$ 20,659,515	$ 27,758,866	$ 28,756,054	$ 40,525,229	$ (11,769,175)	$ 192,888,351

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Community & Public Affairs
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Lower Park Avenue Improvement Project Public Involvement Update

Suggested Action:

Attachments:
Lower Park Avenue Public Improvement Project Community Engagement Update
Exhibit C: Lower Park Avenue Community Engagement Overview

City Council
Staff Communications Report

Subject:	**Lower Park Avenue Public Improvement Project Community Engagement Update**
Authors:	**Linda Jager, Community Engagement Manager** **Gabriel Shields, Transportation Engineer**
Department:	**Community Engagement, Engineering**
Date:	**November 10, 2022**
Type of Item:	**Informational**

Background

The Lower Park Avenue public improvement project is planned to occur from the intersection of State Route 224 (Park Avenue/or box of rocks) and Empire Avenue to Heber Avenue (Harvest and pocket park). Long contemplated by the neighborhood and City, the project is a major roadway and utility infrastructure project that will: completely overhaul the roadway surface, sidewalks, curbs, and gutters; improve and upgrade antiquated wet utilities (water/storm drain/wastewater); coordinate improvements of other entities dry utilities; and contemplate roadway designs that better reflect community input in the areas of safety, walkability, bikeability, and transit.

Project Area

Involvement from the public and business district is key to the success of this project. On July 14, 2022, City Council approved a contract with Avenue Consultants to lead a comprehensive outreach program to engage and inform project stakeholders, coordinate project goals, summarize the pilot program, and identify project impacts and future timelines.

Pilot Program Review

In July 2020, Council supported a Park Avenue pilot project to explore low-cost and paint-based solutions to test new concepts prior to contemplating a full street reconstruction. The project team presented several alternatives to the public that considered a shift from traditional street design priorities – away from vehicle efficiency (volume throughput and speeds) and parking storage to prioritizing safety, pedestrians and walkability, bicycle, and public transit. To measure community sentiment, we conducted door-to-door outreach, created an Engage Park City website, and surveyed Old Town residents and Main Street businesses and employees.

The stakeholder survey yielded 190 responses; 50% of responders stated parking was not important, and 90% indicated walkability was important. Based on the input, five alternatives were provided to the neighborhood and Council for consideration at the September 17, 2020, Council Meeting (see agenda item here).

The preferred alternative (below) was selected, which prioritized a neighborhood-street aesthetic option over the traditional that favored on-street parking and vehicle-per-hour throughput. The pilot program was implemented in spring 2021, with mixed results, and a long period of COVID ensued. Feedback is available on the project page, which will help inform this next phase of public involvement prior to finalizing a new design concept.

Lower Park Avenue Pilot Design

Program Update

Representatives from the City's Community Engagement, Engineering, and Transportation Planning have worked with Avenue to create a two-phased outreach program, beginning with a community-wide survey launched on October 24. The survey will be followed by a series of community meetings focused on residents and important area stakeholders (businesses, Park City Seniors, Park City Library patrons, etc.). Exhibit C includes a detailed outreach overview and schedule.

Project Timeline

Funding for the project is budgeted in the Engineering Department budget under CP0385. Public outreach will continue through December. Design will follow and continue throughout 2023, with construction planned to begin in spring 2024.

Exhibits

Exhibit A: Lower Park Avenue Improvement Project Website
Exhibit B: Lower Park Avenue Improvement Project Survey (English and Spanish)
Exhibit C: Lower Park Avenue Improvement Project Community Engagement Overview

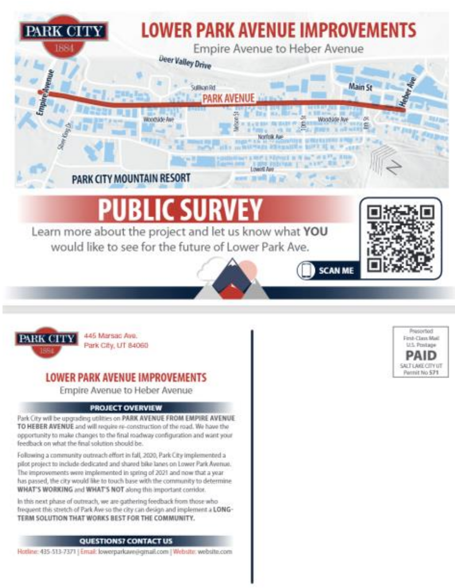
Lower Park Avenue Community Engagement Overview

The Avenue project team has been working closely with representatives from the City's Community Engagement, Engineering, and Transportation Planning departments on the implementation of a two-phased outreach program, beginning with a community-wide survey, and followed by a series of workshops with stakeholder groups and the public.

Phase I: **Outreach Survey**

- Online survey launched on 10/24 will be open for three weeks, ending on 11/14. As of 11/1, we have received 106 survey responses.
- Survey will be promoted using the following tactics:
  - Postcard distributed to 600 residents/property owners along the project corridor
  - The survey will be widely promoted by the Community Engagement team utilizing the City's social media platforms (Facebook, Instagram, Twitter and Nextdoor), website news item, e-mail to City's e-mail subscription list, inclusion in 11/9 City newsletter, public service announcement on KPCW, and additional promotion through Park City Chamber/Bureau, Historic Park City Alliance, and Park City Area Lodging/Restaurant Association membership communications
  - Signage with QR code link to the survey along the project corridor (yard and bus shelter signs)

Project Survey Postcard and Yard Signs


PARK CITY 1884

LOWER PARK AVENUE IMPROVEMENTS

Empire Avenue to Heber Avenue

PUBLIC SURVEY

Learn more about the project and let us know what **YOU** would like to see for the future of Lower Park Ave.

SCAN ME

PARK CITY 1884

445 Marsac Ave.
Park City, UT 84060

Presorted First-Class Mail U.S. Postage PAID SALT LAKE CITY UT Permit No 571

LOWER PARK AVENUE IMPROVEMENTS

Empire Avenue to Heber Avenue

PROJECT OVERVIEW

Park City will be upgrading utilities on **PARK AVENUE FROM EMPIRE AVENUE TO HEBER AVENUE** and will require re-construction of the road. We have the opportunity to make changes to the final roadway configuration and want your feedback on what the final solution should be.

Following a community outreach effort in fall, 2020, Park City implemented a pilot project to include dedicated and shared bike lanes on Lower Park Avenue. The improvements were implemented in spring of 2021 and now that a year has passed, the city would like to touch base with the community to determine **WHAT'S WORKING** and **WHAT'S NOT** along this important corridor.

In this next phase of outreach, we are gathering feedback from those who frequent this stretch of Park Ave so the city can design and implement a **LONG-TERM SOLUTION THAT WORKS BEST FOR THE COMMUNITY.**

QUESTIONS? CONTACT US

Hotline: 435-513-7371 | Email: lowerparkave@gmail.com | Website: website.com

Project Website

- A project webpage has been created on [Engage Park City] in English and Spanish, which includes links to the project survey.

Outreach Events

- The project team attended the Park City Projects Open House on 10/4 and received robust engagement from attendees
- The project team offered a presentation at the Senior Center on 11/3, which included a survey walk-through and assistance in filling out printed surveys.

Stakeholder Committees

- The project team is forming three project committees:
  - **Core Project Team –** to include representatives from Avenue Consultants and the City's Community Engagement, Engineering, Executive, and Transportation Planning departments;
  - **Stakeholder Committee –** representation from Lower Park Avenue residents and businesses, HPCA/Main Street businesses and employees, Park City Seniors, Park City and High Valley Transit, Park City Library, Park City Fire District, Park City Mountain Resort, and the Utah Department of Transportation; and
  - **Technical Advisory Committee –** to include representatives from additional City departments (Park City Transit, Police, Public Works, Public Utilities), City Council Liaison, Snyderville Basin Sewer District, and Stanley Consultants (project design team.)

Phase II:

Workshops – following the compilation of the public survey, Avenue Consultants will facilitate three workshops with the Stakeholder Committee (11/29), Technical Advisory Committee (12/9), and a session for the public (12/5). The workshops will review feedback from the survey and foster further discussion and recommendations for project design.

Engagement Report and Design Recommendations – at the conclusion of the stakeholder outreach and public involvement process, Avenue Consultants will provide the City's Engineering team with a comprehensive report of public outreach efforts, survey results, and design recommendations based on public input. The City's Engineering team will return to Council to share those results before beginning the project's design phase with Stanley Consultants.

Agenda Item No: 3.

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Full-Scale Evacuation Exercise After-Action Report

Suggested Action:

Attachments:
Full-Scale Evacuation Exercise Staff Report
Exhibit A: After-Action Report
Exhibit B: FEX Photos

City Council Staff Communication

Subject: Full-Scale Evacuation Exercise After-Action Report
Author: Mike McComb
Departments: Emergency Management
Date: November 10, 2022

Summary

The following is an information report regarding lessons learned and observations during the City's Full-Scale Evacuation Exercise, held Wednesday, September 28th, 2022.

Background

In June 2021, Council requested staff organize a community evacuation exercise to prepare for a natural or manmade disaster. Exercise planning was underway when the August 2021 Parley's Canyon Fire caused the evacuation of Summit Park and Pinebrook communities, encompassing an estimated 6,000-8,000 people. The exercise was deliberately postponed until Fall 2022 as a result.

PCMC hosted a full-scale evacuation exercise on September 28, 2022, with the participation of several public safety stakeholders, including 70 registered members of the community. Planning meetings with partner agencies, organizations, and departments were held in April, June, and August to formalize the logistics, concepts, and objectives of the exercise.

The selected timeframe was specifically chosen to have the least impact on scheduled special events or peak visitor days, and to draw the most residents. Specific exercise community participation/outreach events included:

Living with Wildfire Series Intro - May 3
Spring Open House – May 10
Staff Communication, CEMP Re-Adoption – June 23
Emergency Management Newsmailer to all POBs – End of June
Living with Wildfire Series - Evacuation, What You Need to Know – July 12
Salt Lake Tribune Article – July 28
Management Team & Council Invite – August 5
Council Email – September 2
PCMC News Release – September 7
PCMC Update – September 7
PCMC Social Announcements (T, FB) – September 8
Citywide Notification – September 9
eBlast Notification – September 9
National Preparedness Month announcement – September 12
KPCW Interview – September 14

Staff Communication – September 15

Several local news outlets additionally [ran] [stories] [before] and [after] the exercise.

The exercise began in lower Deer Valley, with Transit buses and participants' personal vehicles staging in a simulated intermediate 'safety zone.' Participants were then routed to Richardson Flats designated as a simulated evacuation zone. Participants were met at Richardson Flats by several voluntary organizations active in disasters, including the American Red Cross, Salvation Army, LDS Charities, and others, who briefed their capabilities and services typically offered in such an emergency.

In addition to the voluntary organizations active in disasters mentioned above, Park City Police, Public Works, Streets, Public Utilities, Transit, Community Engagement, Emergency Management, and other supporting City departments, participating agencies and organizations included: Utah Division of Emergency Management, Utah Department of Transportation, Utah Highway Patrol, Utah National Guard, Summit County Public Safety Dispatch, Summit County Emergency Management, Intermountain Health Care, and Air Med.

An approximate timeline of exercise events follows:

09:00 Simulated evacuation ordered via emergency mass notification system
10:00 Safety/exercise briefing to participants at lower Deer Valley
10:30 Evacuation from lower Deer Valley
10:40 Simulated traffic accident at Bonanza & Kearns
- PCFD, PCPD, Transit, and Air Med responded to treat 5 simulated victims

11:10 Evacuation complete
11:15 Simulated damage assessment complete
Mock press briefing with Council at Richardson Flats
11:30 Simulated evacuation order rescinded / general re-entry
11:40 End exercise
12:00 UT National Guard/Voluntary Organizations Active in Disasters briefing to participants
12:45 Hotwash (quick lessons learned/observations) with participants

Observations regarding better public address and portable power equipment options were noted and have since been corrected. One of the lessons learned was that a number of participants did not receive an emergency alert (but did receive exercise communications in advance). From the lessons learned, Exhibit A:

> *"A deeper look at the emergency alerting revealed that there was insufficient contact information for four participants. Contact data for those four individuals was verified current as of October 28, and the issue has been rectified. This however highlights the continued need for residents to ensure their contact information is current by logging into or registering at [www.parkcityalerts.org]"*

Of note, this exercise did not employ the Integrated Public Alert and Warning System (IPAWS) which is capable of alerting greater than 90% of cell phones within a given radius of an incident, similar to an Amber Alert. In an actual disaster, the City would also employ this system as was done during the 2021 Parley's Canyon Fire.

A suggestion from a community participant recommended more local media staff register to receive emergency alerts in order to stay informed in the event of an incident of this nature.

Overall, this full-scale exercise was successful due to the great efforts of participating agencies and partners, as well as the community participants. Police and Transit participation were huge 'force multipliers' for the exercise! Additionally, volunteer help from City staff, County Emergency Management, Utah Division of Emergency Management, and several citizens ensured a successful outcome.

Community Engagement created an exercise recap, which can be found here: https://www.facebook.com/ParkCityGovt/videos/810010296866524/.

(Also posted on Instagram).

A link to a gallery of images:
https://parkcitymunicipalcorporation.pixieset.com/parkcityemergencyevacuationexercise/

An after-action report is attached as Attachment A. A series of photos captured by the Community Engagement team is attached as Attachment B.

Evacuation Full-Scale Exercise 2022 Park City Municipal Corporation

After-Action Report (AAR)

September 28, 2022

The After-Action Report (AAR) aligns exercise objectives with preparedness doctrine to include the National Preparedness Goal and related frameworks and guidance. Exercise information required for preparedness reporting and trend analysis is included.

EXERCISE OVERVIEW

Exercise Name	Evacuation Full-Scale Exercise
Exercise Date	September 28, 2022
Scope	Full-scale exercise for partial Citywide evacuation, involving external agencies and community participants.
Mission Area(s)	Response.
Core Capabilities	Planning; public safety information and warning; operational coordination; physical protective measures; threats and hazards identification; operational communications; situational assessment; emergency medical services; mass search and rescue operations; on-scene security, protection, and law enforcement; operational coordination; access control and identity verification; community resilience
Objectives	Exercise developed evacuation plan
Threat or Hazard	Wildfire, earthquake
Sponsor	Park City Municipal Corporation
Participating Organizations	Utah Department of Transportation Utah Highway Patrol Utah Division of Emergency Management 85th Civil Support Team, Utah National Guard Deer Valley Resort Park City Fire District Summit County Public Safety Dispatch Summit County Emergency Management Park City Police Department PCMC Public Information Officer PCMC Executive PCMC Transit, including IT PCMC Public Works PCMC Public Utilities PCMC Emergency Management Utah Voluntary Organizations Active in Disasters American Red Cross Salvation Army LDS Charities
Point of Contact	J. M. McComb, Emergency Program Manager, Park City Municipal Corporation, P.O. Box 1480, Park City, UT 84060, 435-615-5185, mike.mccomb@parkcity.org

Analysis of Core Capabilities

Aligning exercise objectives and core capabilities provides a consistent taxonomy for evaluation that transcends individual exercises to support preparedness reporting and trend analysis. Table 1 includes the exercise objectives, aligned core capabilities, and performance ratings for each core capability as observed during the exercise and determined by the evaluation team.

Objective	Core Capabilities	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
Exercise developed evacuation plan	Planning	P			
	Public safety information and warning		S		
	Operational coordination	P			
	Physical protective measures	P			
	Threats and hazards identification	P			
	Operational communications	P			
	Situational assessment	P			
	Emergency medical services	P			
	Mass search and rescue operations				U
	On-scene security, protection, and law enforcement	P			
	Access control and identity verification		S		
	Community resilience		S		

Table 1. Summary of Core Capability Performance

Ratings Definitions:

Performed without Challenges (P): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures, regulations, and laws.

Performed with Some Challenges (S): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures, regulations, and laws. However, opportunities to enhance effectiveness and/or efficiency were identified.

Performed with Major Challenges (M): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s), but some or all of the following were observed: demonstrated performance had a negative impact on the performance of other activities; contributed to additional health and/or safety risks for the public or for emergency workers; and/or was not conducted in accordance with applicable plans, policies, procedures, regulations, and laws.

Unable to be Performed (U): The targets and critical tasks associated with the core capability were not performed in a manner that achieved the objective(s).

The following sections provide an overview of the performance related to each exercise objective and associated core capability, highlighting strengths and areas for improvement.

Objective: Exercise developed evacuation plan

Core Capabilities: Planning; public safety information and warning; operational coordination; physical protective measures; threats and hazards identification; operational communications; situational assessment; emergency medical services; mass search and rescue operations; on-scene security, protection, and law enforcement; access control and identity verification; community resilience

Strengths

The full capability level can be attributed to the following strengths:

Strength 1: Good communication and interaction between departments in planning and during the exercise itself. Good public communication outreach in advance of and during the exercise over a period of six months. Specific public outreach efforts included:

Planning Meetings, April, June, August, September
Living with Wildfire Series Introduction - May 3
Spring Open House – May 10
Staff Communication, CEMP Re-Adoption – June 23
Emergency Management Newsmailer to all POBs – End of June
Living with Wildfire Series - Evacuation, What You Need to Know – July 12
Salt Lake Trib Article – July 28
PCMC News Release – September 7
PCMC Update – September 7
PCMC Social Announcements (Twitter, Facebook) – September 8
eBlast Notification – September 9
National Preparedness Month announcement – September 12
KPCW Interview – September 14
Staff Communication – September 15

KPCW, Park Record, and Fox13 ran additional stories regarding the exercise. The Fox13 story is found here: https://www.fox13now.com/news/local-news/park-city-residents-emergency-personnel-participate-in-citywide-evacuation-exercise

Community Engagement additionally made several posts before and after the exercise. A recap can be found here: https://www.facebook.com/ParkCityGovt/videos/810010296866524/. Also posted on Instagram.
Link to a gallery of images: https://parkcitymunicipalcorporation.pixieset.com/parkcityemergencyevacuationexercise/

Strength 2: Good forethought and planning by multiple departments in considering the range of issues presented by the scenario. Transit participation was amazing!

Strength 3: Great response and flexibility to scenario-imposed chaos, by all participating agencies!

Areas for Improvement

Area for Improvement 1: Unable to secure participation from Urban Search & Rescue in this exercise due to scheduling conflicts – this team would be needed to go door-to-door during an actual evacuation, and their input and feedback would be valuable.

Area for Improvement 2: A handful of participants did not receive emergency alerts.

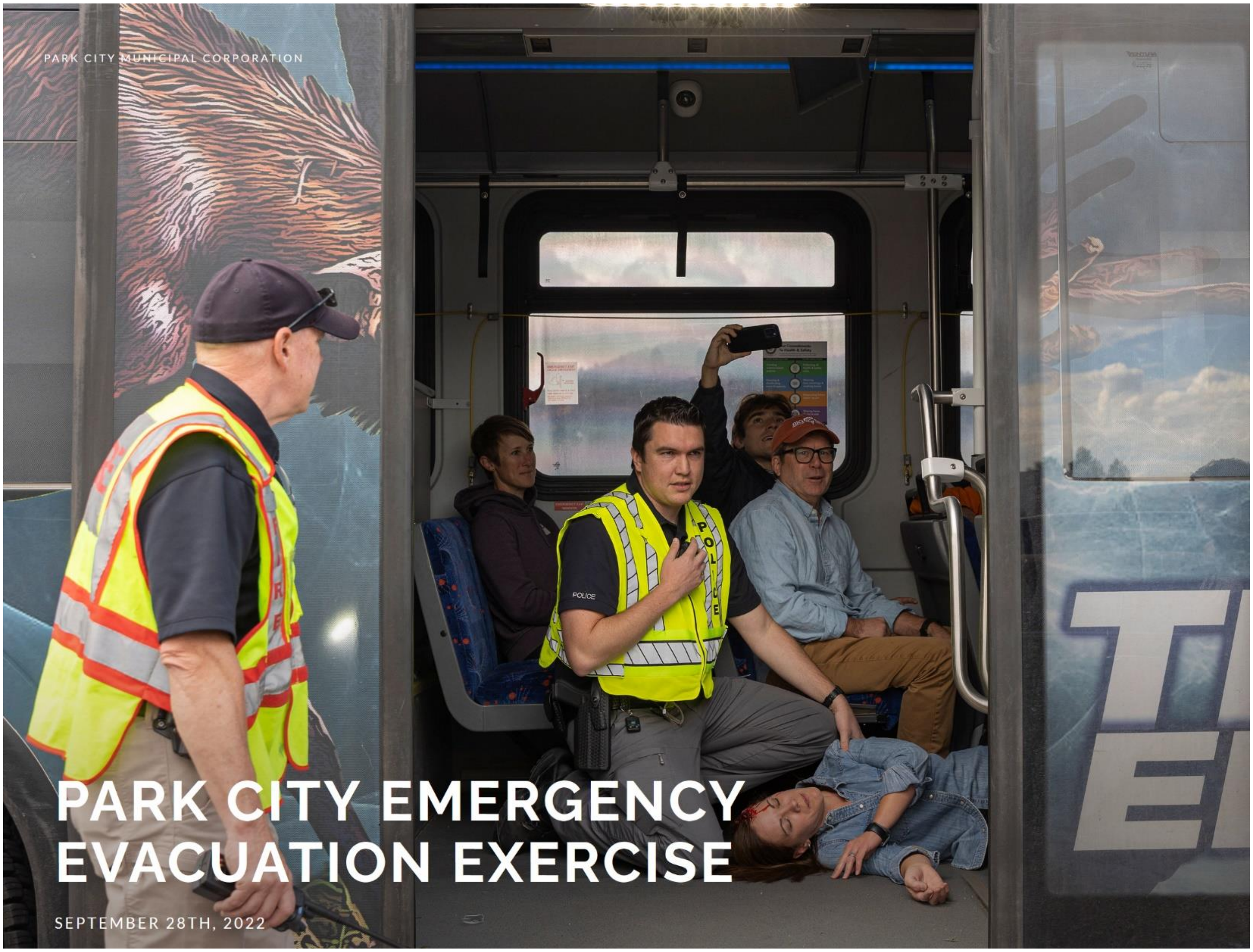
Area for Improvement 3: More resources would be required to fully control the emergency zone. Access control over an extended period would drain available local law enforcement resources needed for other public safety duties.

Analysis: This was a complicated scenario created to drive an evacuation of Park City Mountain and Deer Valley. Exercise objectives were accomplished, although the resources necessary to effect evacuation and re-entry will be sorely needed from all agencies. Complexity was added to the exercise by introducing a vehicle accident, which would have blocked roadways and hampered both evacuation and emergency response to the scene. Additionally, with an estimated 60 participants from the community, it is entirely possible that an evacuation at 1,000 times this scale could be a reality during a peak special event.

A deeper look at the emergency alerting revealed that there was not sufficient contact information for four community participants. Contact data for those four individuals was verified current as of October 28, and the issue has been rectified. This however highlights the continued need for residents to ensure their contact information is current by logging into www.parkcityalerts.org **OF NOTE:** This scenario only utilized one aspect of the emergency mass notification system, and did not employ the Integrated Public Alert and Warning System (IPAWS) capability, which operates similar to the State's Amber Alert system.

Appendix A: Exercise Participants

Participating Organizations
State
85th Civil Support Team, Utah National Guard
Utah Highway Patrol
Utah Department of Transportation
Utah Division of Emergency Management
County
Summit County Public Safety Dispatch
Summit County Emergency Management
District
Park City Fire District
City
Park City Police Department
Park City Municipal Corporation Departments
Executive
Public Information Officer
Transit (including IT)
Public Works
Public Utilities
Community Engagement
Emergency Management
Private/Non-Governmental Organizations
Utah Voluntary Organizations Active in Disasters
American Red Cross
Salvation Army
LDS Charities
Deer Valley Resort
Air Med


PARK CITY MUNICIPAL CORPORATION
PARK CITY EMERGENCY EVACUATION EXERCISE
SEPTEMBER 28TH, 2022
POLICE


Volunteer Vests & ID Cards
PARK CITY TRANSIT
TRANSIT ELECTRIFIED


POLICE


E38


ZERO EMISSIONS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Agenda Item No: 1.

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section: CONSENT AGENDA

Subject:
Request to Adopt Resolution 22-2022, a Resolution Declaring November 26, 2022, as "Small Business Saturday" in Park City, Utah

Suggested Action:

Attachments:
Small Business Saturday Staff Report
Exhibit A: Small Business Saturday Resolution

City Council
Staff Report

Subject: Small Business Saturday
Author: Michelle Kellogg
Department: Executive
Date: November 10, 2022
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming November 26, 2022, as “Small Business Saturday” in Park City, Utah.

Background

Small businesses are the lifeblood of our city, and we salute small business owners, entrepreneurs, and employees for enhancing our community and expanding opportunities for all the residents of Park City and the surrounding communities. The hard work and ingenuity of our small business owners are helping to sustain our economic strength, vitality and authenticity. Small Business Saturday recognizes and celebrates our many outstanding small business owners and employees for their unique contributions to the Park City economy and for their entrepreneurial spirit. Park City has approximately 1,392 active business licenses.

Though this event is not affiliated with a corporation, the original campaign was conceived by American Express, and first observed in 2010. Small businesses employ 46.8% of the working population in the United States. Seventy nine percent of consumers in the United States agree that it is important for people to support small businesses in their community.

By proclaiming Saturday, November 26, 2022, Small Business Saturday, Park City will be joining in a nationwide effort to steer shoppers toward local independently-owned businesses during the holiday season and urge the residents of our community and communities across the country to support small businesses and merchants throughout the year.

Funding Source

There are no commitments associated with this resolution.

Resolution No. 22-2022

RESOLUTION DECLARING NOVEMBER 26, 2022, AS "SMALL BUSINESS SATURDAY" IN PARK CITY, UTAH

Whereas, the government of Park City, Utah, celebrates our local small businesses and the contributions they make to our local economy and community.

Whereas, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States. Small businesses represent 99.7% of firms with paid employees. They are also responsible for 62% of net new jobs created since 1995; and

Whereas, Park City has approximately 1,392 businesses; and

Whereas, small businesses employ 46.8% of the employees in the private sector in the United States; and

Whereas, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

Whereas, Park City, Utah, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday,

Now, Therefore, the Mayor and City Council of Park City, Utah, do hereby proclaim November 26, 2022, as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Passed and adopted this 10th day of November, 2022.

PARK CITY MUNICIPAL CORPORATION

____

Nann Worel, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Agenda Item No: 1.

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Resolution 23-2022, a Resolution Proclaiming November 11, 2022, as a Day to Honor Veterans in Park City, Utah
(A) Public Input (B) Action

Suggested Action:

Attachments:
Veterans' Day Staff Report
Exhibit A: Veterans' Day Resolution

City Council
Staff Report

Subject:	**Veteran's Day Resolution**
Author:	**Michelle Downard, Resident Advocate**
Department:	**Executive**
Date:	**November 11, 2022**
Type of Item:	**Administrative**

Summary Recommendation

Approve a resolution recognizing November 11, 2022, as Veteran's Day to honor the service and sacrifice of veterans who have honorably served in the United States Armed Forces.

Background

Armistice Day was initially celebrated in the United States on November 11, 1919, to recognize the end of World War I. Armistice Day was renamed Veterans Day on June 1, 1954, in honor of all people who have served in the United States Armed Forces.

Analysis

Park City is a community that welcomes all individuals and recognizes the benefit of diverse backgrounds and experiences. Veterans provide valuable skill sets, work ethics, core values, and experiences that strengthen our community.

Park City recognizes the sacrifice of veterans who risk their safety and dedicate their service to our country.

A Veteran's Day 2022 Resolution demonstrates Park City's support for veterans who have served our country with honor and deserve our gratitude. Council joins the community in honoring our veterans this Veterans Day.

Exhibit A- Veteran's Day 2022 Resolution

Resolution No. 23-2022

RESOLUTION PROCLAIMING NOVEMBER 11, 2022 AS A DAY TO HONOR VETERANS IN PARK CITY, UTAH

WHEREAS, the Congress and President of the United States have designated November 11, as Veterans Day to honor the service and sacrifice of the many Veterans who have safeguarded our country; and

WHEREAS, Veterans Day was originally proclaimed in 1919 as Armistice Day, recognizing the end of World War I; and

WHEREAS, in 1954 Armistice Day was changed to Veterans Day as a day to honor all veterans; and

WHEREAS, Park City residents have served in conflicts around the world, including World War I, World War II, Korea, Vietnam, Iraq, and Afghanistan; and

WHEREAS, Park City is proud to have local Veterans with valuable skill sets, work ethics, core values, and experiences that strengthen their communities.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim November 11, 2022, as a day to honor and recognize the valor and sacrifice of all our veterans. All residents are also asked to pay tribute to our wounded, our missing, our fallen, and their families—men and women who have known the true costs of conflict and deserve our deepest respect. These commitments to those who have served are commitments we must honor not only on Veterans Day but every day. As we do so, let us reaffirm our promise that when our troops finish their tours of duty, they come home to an America that gives them the benefits they have earned, the care they deserve, and the fullest opportunity to keep their families strong and our country moving forward.

PASSED AND ADOPTED this 10th day of November, 2022.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Nann Worel

Attest:

____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Thaynes Canyon Parking Update
(A) Public Input

Suggested Action:

Attachments:
Thaynes Canyon Parking Staff Report
Exhibit A: White Pine Touring Parking Mitigation Plan 2022/23
Exhibit B: 2020 Concessionaire Agreement with Jans LTD

City Council
Staff Report

PARK CITY 1884

Subject:	**Thaynes Canyon Drive – Summer Overflow Parking Summary**
Author:	**Michelle Downard, Heinrich Deters, Vaughn Robinson**
Department:	**Executive, Sustainability, Golf**
Date:	**November 10, 2022**
Type of Item:	**Administrative**

Recommendation

Informal overflow parking along Thaynes Canyon Drive occurred adjacent to the Municipal Golf Course driving range for decades. Overflow parking, however, is not formally authorized at this location and places commercial interests and residents' quality of life at odds.

In order to resolve the matter, a temporary plan was enacted to balance the historical use with a proactive plan to resolve the issue moving forward by:

- Implementing a temporary use plan; and
- Conducting a formal parking assessment, convening property stakeholders and residents, and returning to Council with alternatives for consideration.

Background

On April 28, 2022, City Council supported researching options to address the overflow parking. As a result, the Park City Golf Club implemented a temporary parking plan to mitigate neighborhood impacts and ensure the use was strictly overflow and not a daily use. A June 9, 2022, staff report outlined the parking management approach.

Analysis

Parking Study
At the July 21, 2022, City Council Meeting, Council approved a contract with Kimley-Horn to conduct a parking study of the Hotel Park City property. The scope of services included a review of parking supply, demand, and conditions related to the use of Thaynes Canyon area as an overflow parking area. Further, the scope included an assessment of the development's existing entitlements, and a review of transportation demand management (TDM) strategies.

Over the summer, Kimley-Horn conducted three (3) site visits (August 17, 20, and 24) to collect parking data. The consultant drafted a parking analysis and is developing mitigation strategies and infrastructure options to present in a final report.

PCMC anticipates the final report next month and will present it to Council and the community in December.

Municipal Golf Course Summer Mitigation Recap
The Municipal Golf Team started implementing short-term mitigation strategies this May:

- Overflow parking along Thaynes Canyon/Driving Range was controlled primarily by roping off the area when not in use
- The overflow parking area was utilized 33 times or 19% of the allowed days between May 2-October 20th
- (8) Carpool-only parking spaces within the parking structure were initially signed but later removed due to abuse by users and the inability to monitor compliance with existing employee resources
- Approximately 100 buckets of free driving range balls were distributed to golf course users who used alternative transportation (carpooled, rode transit, walked, or biked) to get to the golf course
- (264) discounted rounds of golf were given out to golfers who carpooled
- (21) parking tickets were issued on or near the site since May 19th
- One vehicle was towed
- The Police and Parking department responded regularly to calls for service, and the Golf Team made considerable efforts to manage a large parking area not easily visible from the front desk.

With the exception of when the Golf Club parking lot was slurry sealed, most Golf patrons respected the overflow parking restrictions along Thaynes Canyon Drive as a balanced approach to mitigate impacts on residential neighborhoods and improve public safety.

Winter Operations
As operations transition to winter, PCMC is working with White Pine Touring (WPT) to develop another seasonal, short-term parking plan for the cross-country ski concession (Exhibit A). The strategy is similar to the Golf Plan, in that WPT is responsible for the management of access and signage.

One major difference in winter management is moving from a ‘rope’ barricade approach to a ‘flip-sign’ approach. This divergence is due to the need to groom and pack the area daily and the impacts of snowplowing. PCMC will regularly enforce ‘No Parking’ signage when in place, and the Trails and Open Space Team will regularly monitor the performance of the Concessionaire.

Attachments:
Exhibit A: White Pine Touring Parking Mitigation Plan

Nordic Center Parking Plan Winter 2022-23

The White Pine Touring (WPT) center is open 7 days per week from November 19, 2022, until approximately the end of March 2023 depending on weather and snow conditions.

WPT Hosts thousands of visitors and locals every season for daily skiing, rentals, lessons, tours, and sales. WPT is celebrating its 50th Anniversary as a locally owned PC business and has successfully operated on the PC golf course for more than 30 years.

Traffic mitigation and business modifications initiated in the 2021-22 and implemented for the 22-23 winter season

Parking Mitigation

- Significantly reduce overflow parking hours from 2021 timeframe (7:00 a.m.-10:00 p.m.)
- Directly encourage employee carpool and transit use every day and prohibit employee parking in Overflow area
- Parking management for event day with PCMC Special Event Application
- Proactive communications with season pass holders, teams, and programs to encourage carpooling, and transit

Winter Grooming and Operations

Should the overflow area be considered as proposed, the area needs to be groomed daily to maintain a solid and safe surface throughout the season. If left unpacked or ungroomed, the area will not be feasible for use. Ability to provide this overflow option is provided in conjunction with previous operational changes with the intent to limit impacts on adjacent neighborhoods.

- Relocation of grooming equipment storage to reduce the impact on residential areas
- Modification of lesson areas moved to reduce the impact on residential areas
- Modification daily grooming hours and patterns to reduce the impact on residential areas

Races and Special Events

White Pine Touring Nordic Center has proudly hosted and sponsored Wasatch Citizens Series ski races for more than three decades. It is one of the longest-running and most successful cross-country ski race series in North America. This season, two races have been relocated away from the Touring Center. Some will say the youth-focused, family-oriented, and locally managed events moving away from Park City are a loss. These have been done to reduce and balance impacts on residential areas.

- Relocated December 17 TUNA fun relay to Mountain Dell
- Relocated January 28 Wasatch Citizens Series to the White Pine Farm
- Discontinued Local's and Demo Day Special Event

Proposed Season Overflow Parking Schedule

We believe a simple and consistent use of the overflow parking area can balance neighborhood concerns and still provide a quality customer experience for recreationists. Overflow will only be allowed, when necessary, on the following schedule:

- Sunday, 10:00 a.m.-2:00 p.m.
- Monday, 10:00 a.m.-2:00 p.m.
- Tuesday, 10:00 a.m.-6:00 p.m. (juniors program day)
- Wednesday, 10:00 a.m.-2:00 p.m. (juniors program day)
- Thursday, 10:00 a.m.-6:00 p.m. (juniors program day)
- Friday, 10:00 a.m.-2:00 p.m.
- Saturday, 10:00 a.m.-2:00 p.m.

Adaptive Nordic Access

The Thaynes Canyon area provides on-snow access for the Adaptive Nordic ski community. This includes sit-skiers and those who are visually impaired and participate in programs associated with the National Ability Center, the United States Paralympic team, and Shriner's Hospital.

- Three (3) parking spaces in the overflow area will be posted to accommodate Adaptive Nordic ski access programs daily – 9:00 a.m.-6:00 p.m.

Critical Business Events and Holiday Periods

- December 16, 2022 through January 9, 2023 - Peak Holiday visitor season
- Special Event - December 31, 2022, Wasatch Citizens Series Race
- MLK/Human Rights Day, January 13-17
- Presidents Day, February 16-21

White Pine Touring Community Programs

Park City Nordic Ski Club Youth Program | every Tuesday, Wednesday, Thursday, and some Friday afternoons, January-March, ~100 per day private vehicles (youth and coaches)

YSA Get Out and Play/Activ8 Youth Program | every Friday afternoon, January and February, ~35 per day bus and volunteers/coaches

USA Nordic Ski Team | as needed or requested – also resident athletes

USA Paralympic Nordic Team | as needed or requested – also resident athletes

The Utah Nordic Alliance Youth Program | as needed or requested

University of Utah Nordic Ski Team | 1-2x per week, December-March and as requested

University of Utah TRAILS: Adaptive Nordic Program | 1-2x per week Adaptive Nordic local and visiting skiers

Solomon Fund | four Sundays, January-March, Community partnership sponsored local families through Park City Community Foundation, WPT, and UOLF

Continue Mission - Veterans Health Program | Adaptive Nordic Veterans Group, Wednesdays, January-March

USA Nordic Combined team | 1-2x per week – also resident athletes

Wasatch Citizens Series | 35-year host site ~230 Athletes, 50% local youth

Western USA IMD Youth Nordic Teams | as requested (UT, ID, WY, CO)

Park City Senior Center | as needed – pass program

Park City Betties Women's Nordic Ski Club | 1-2x per week, December-March, ~60 per day private vehicle

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 subcontractors 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:
Matt Dias
D5D5222E86E246E...
Matt Dias, City Manager

Attest:

DocuSigned by:
B629134DAB1D4C9...
City Recorder's Office

Approved as to form:

DocuSigned by:
Mark Harrington
B7478B7734C7490...
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:
57BFD3F8CED04B5...
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.

____

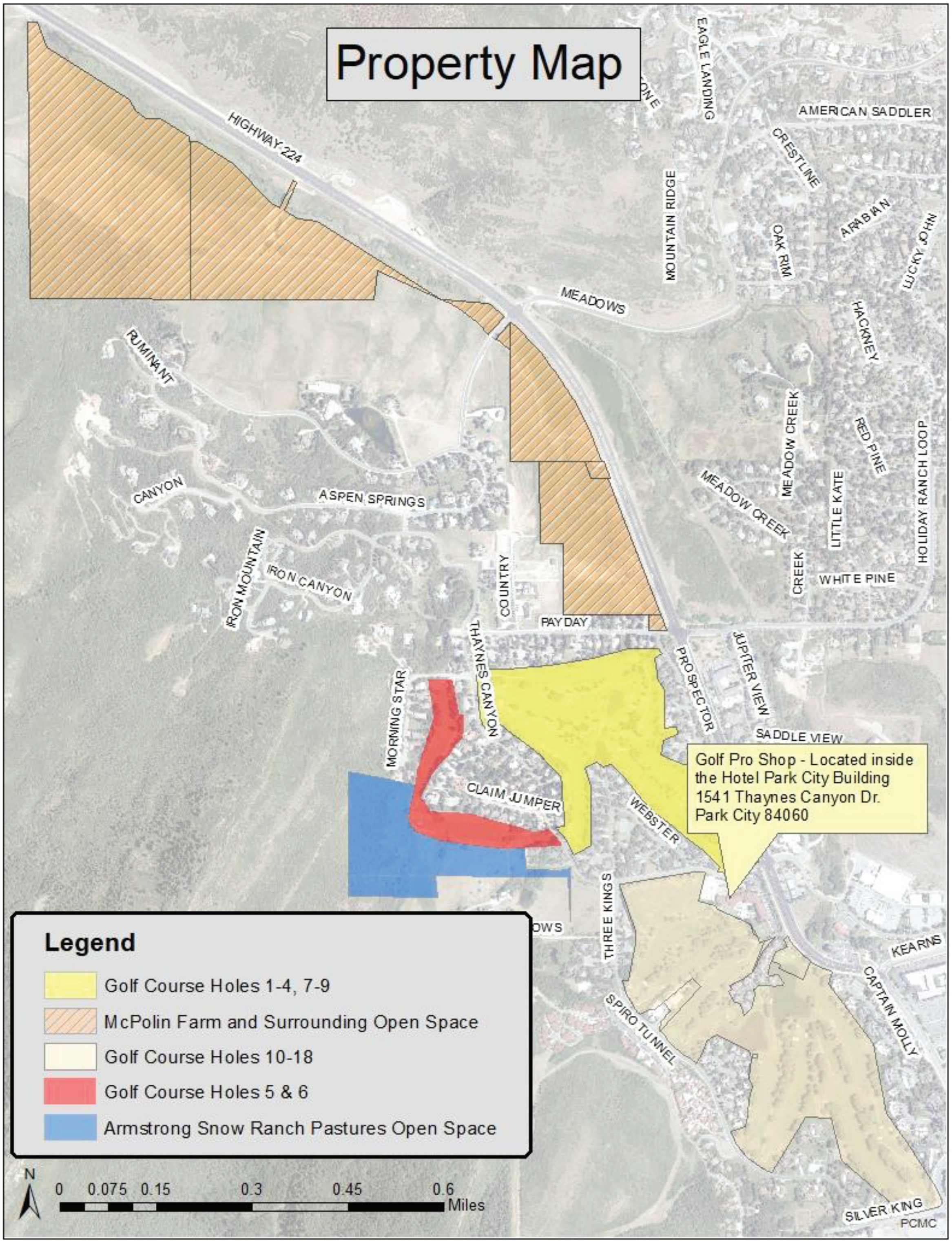
Notary Public

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: [signature] 57BFD3F8CED04B5... ________________________

Exhibit"A"



Property Map
HIGHWAY 224
EAGLE LANDING
AMERICAN SADDLER
CRESTLINE
MOUNTAIN RIDGE
OAK RIM
ARABIAN
LUCKY JOHN
MEADOWS
HACKNEY
RUMINANT
MEADOW CREEK
RED PINE
HOLIDAY RANCH LOOP
LITTLE KATE
CANYON
ASPEN SPRINGS
IRON MOUNTAIN
IRON CANYON
COUNTRY
CREEK
WHITE PINE
PAY DAY
THAYNES CANYON
PROSPECTOR
JUPITER VIEW
MORNING STAR
SADDLE VIEW
Golf Pro Shop - Located inside the Hotel Park City Building 1541 Thaynes Canyon Dr. Park City 84060
CLAIM JUMPER
WEBSTER
THREE KINGS
KEARNS
CAPTAIN MOLLY
SPIRO TUNNEL
SILVER KING
PCMC
Legend
Golf Course Holes 1-4, 7-9
McPolin Farm and Surrounding Open Space
Golf Course Holes 10-18
Golf Course Holes 5 & 6
Armstrong Snow Ranch Pastures Open Space
N
0 0.075 0.15 0.3 0.45 0.6 Miles

DocuSign Envelope ID: 9694FB15-1D6A-435F-8120-6FC8C9DB2E31

ACORD®

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

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 :	

INSURED JANSLTD-01
Jans Ltd
PO Box 280
Park City UT 84060

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	X COMMERCIAL GENERAL LIABILITY	Y		1055240175	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		1055240189	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			1055240192	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			5088157680	7/1/2020	7/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 Scarcella

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 INSUREDS

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 Li**mit 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.

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All other terms and conditions of the Policy remain unchanged.

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.

CNA

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 Expiration Date:
Endorsement No: 18; Page: 1 of 1
Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 5 88157680
Policy Effective Date: 07/01/2020

Council Agenda Item Report

Meeting Date: November 10, 2022
Submitted by: Michelle Kellogg
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize the City Manager to Amend the Terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2023; and 2) the March 2, 2016, Amendment to the 1991 Agreement, as Amended

Suggested Action:

Attachments:
2022 SLC PC Spiro Amendment Staff Report
Exhibit A: 2022 Amendment to SLC PC Water Supply Agreement
Exhibit B: 2017 Spiro Tunnel Water Agreement

Park City Council Staff Report

Subject: **Amendment to Water Supply Agreement between Salt Lake City and Park City**
Author: **Clint McAffee**
Department: **Public Utilities**
Date: **November 10, 2022**
Type of Item: **Administrative**

Recommendation

Authorize the City Manager to amend the terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2023; and 2) the March 2, 2016, amendment to the 1991 agreement, as amended in the attached agreement. See Exhibit A.

Background

PCMC currently leases 1,000 acre feet from SLC's 36% portion of water originating from above the 6,600 foot point in the Spiro Tunnel between May 1st and October 31st of each year. The lease agreement was executed on October 8, 1991, and carried an initial twenty-five (25) year term with the option to renew for successive five (5) year periods upon written agreement. On March 2, 2016, PCMC and SLC amended the 1991 agreement to extend the agreement one year while also enlarging the period of use to year-round. The intent was to allow time to explore the possibility of a long-term year-round use agreement.

Extending the lease for a long-term period is very complicated due to multi-party ownership of water from the Spiro Tunnel. Staff and Salt Lake City continue the desire and effort to pursue a long-term lease agreement. Thus, for the near term, a one year extension is needed. Similar amendments extending the 1991 agreement were executed each year since 2017.

The Amendment currently before Council would be the seventh amendment to the 1991 agreement. It will continue to allow staff to work on the possibility of a long-term year-round use agreement. The extension to October 2023 will automatically extend for one year the 2017 Spiro Tunnel Water Agreement, whereby Park City supplies snowmaking water to Vail. See Exhibit B.

Funding

Costs associated with the water diverted will be passed onto the user of the water. The cost of preparing and executing the addendum is included in the current water operations budget.

Exhibits

A 2022 Amendment to Water Supply Agreement
B 2017 Spiro Tunnel Water Agreement

<u>2022 Amendment to Water Supply Agreement</u>

This 2022 Amendment to Water Supply Agreement is dated ___________________ ___________________, 2022, and is between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "**City**") and PARK CITY WATER SERVICE DISTRICT, a special service district organized and existing pursuant to the provisions of Utah Code (the **"District")**."

The City and Park City Municipal Corporation entered into a Water Supply Agreement on October 8, 1991 (the "**1991 Agreement**"), which made a portion of the City's Spiro Tunnel water available to Park City Municipal Corporation from May 1 and October 31 of each year, provided that such water was surplus to the City's needs.

Park City Municipal Corporation assigned all of its rights, interests, and obligations under the 1991 Agreement to the District.

The 1991 Agreement has been amended on several occasions, including an amendment dated March 2, 2016 ("**2016 Amendment**"), to extend the term of the 1991 Agreement and make available to the District the City's Spiro Tunnel Winter Water.

The City and the District now desire to extend the term of the 1991 Agreement, as amended, without changing the other terms of the Agreement.

The parties therefore agree as follows::

1. Paragraph 3 of the 2016 Amendment, as amended, is hereby deleted in its entirety and amended to state:

> <u>Term</u>. The term of this Amendment will take effect upon recordation of it by the Salt Lake City Recorder and will end on October 31, 2023. However, the term may be extended with the written consent of both parties.

2. Except as provided in this 2022 Amendment, the Agreement, as amended, will continue in full force and effect in accordance with its terms.

3. <u>Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees</u>. The District represents that it has not (1) provided an illegal gift or payoff to an Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or former Salt Lake City officer or

employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

The parties are signing this agreement on the date stated in the introductory clause.

PARK CITY WATER SERVICE DISTRICT

____
Nann Worel, Chair

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
City Attorney's Office

SALT LAKE CITY CORPORATION

____
Laura Briefer, Director
Salt Lake City Department of Public Utilities

Attest:

____
Salt Lake City Recorder

Approved as to form:

____
Mark Kittrell, Senior City Attorney

SPIRO TUNNEL WATER AGREEMENT

This Agreement dated October 12, 2017, is between the Park City Water Service District (the "District") and VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort ("VR").

RECITALS

A. By Amendment to Water Supply Agreement dated October 12, 2017 ("Amendment"), between the Salt Lake City Corporation (the "City") and Park City Water Service District (the "District"), the City has agreed to make available to the District from November 1, 2017 through April 30, 2018 the "Available City Spiro Tunnel Winter Water" as that term is defined in the Amendment.

B. The term of the Amendment extends until October 31, 2018, unless terminated or extended pursuant to the terms of the Amendment.

C. The price for the quantity of the City Spiro Tunnel Winter Water that is used is 55% of the current "Metropolitan Water Rate," payable on a monthly basis. The current Metropolitan Water Rate is $331.80 per acre foot, and 55% of the Metropolitan Water Rate is $182.49 per acre foot.

D. The Amendment provides that the Available City Spiro Tunnel Winter Water may be used for snowmaking, and that 80% to 85% of that water will return to the surface streams in the form of snow melt runoff (the "snowmaking return flows").

E. The Amendment further provides that the District shall be entitled to such snowmaking return flows to the extent it files, at the District's expense, an application with the Utah Division of Water Rights seeking credit for the snowmaking return flows, and such application is granted.

F. VR operates the Park City Resort and owns the unencumbered right to 34% of the waters flowing through and from the Spiro Tunnel beyond the first 6600 feet ("VR's Spiro Tunnel water").

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District agrees to make available to VR for use at the Park City Resort any portion of the Available City Spiro Tunnel Winter Water that VR desires to use during the term of the Amendment.

2. The price for the amount of the City Spiro Tunnel Winter Water used by VR at the Park City Resort shall be the same price set forth in the Amendment. No additional fee shall be charged by the District for such water.

3. The point of delivery of the Available City Spiro Tunnel Winter Water to VR shall be at the District's golf course ponds below the portal of the Spiro Tunnel (the "Point of Delivery"). VR shall measure the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Resort and furnish such information to the District at the end of each month during the snowmaking season.

4. For purposes of this Agreement, the Available City Spiro Tunnel Winter Water used by VR shall be 36% of the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Area of the Park City Resort. VR shall make payment to the District for the amount of Available City Spiro Tunnel Winter Water that VR uses within 30 days of providing the District the monthly information on the amount of water it diverted and used for snowmaking pursuant to paragraph 3 above. VR does not intend to use any of the Available City Spiro Tunnel Winter Water in the Canyons area of Park City Resort.

5. Any information or payment required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed or made by hand delivery to:

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse Drive
P.O. Box 1480
Park City, Utah 84060

VR:

VR CPC Holdings, Inc.
Attention: Senior Vice President and Chief Operating Officer
390 Interlocken Crescent
Broomfield, Colorado 80021

With a copy to:

Vail Resorts Management Company
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
LegalNotices@vailresorts.com

7. VR shall cooperate with the District in the District's application with the Utah Division of Water Rights seeking credit for the snowmaking return flows resulting from the Available City Spiro Tunnel Winter Water used for snowmaking at the Park City Resort, and provide such information regarding the snowmaking use of water as may be required in connection with such application.

8. This Agreement shall be subject to the terms of the Amendment.

Executed as of the date first set forth above.

Attest:

____
Park City City Recorder

PARK CITY WATER SERVICE DISTRICT

By: _______________________
Chairman

VR CPC Holdings, Inc., a Delaware corporation,
d/b/a Park City Resort

By: _______________________
Senior Vice President