



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
August 14, 2025**

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

Zoom Link: <https://us02web.zoom.us/j/87930838064>

**CLOSED SESSION - 2:30 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.

**WORK SESSION**

4:25 p.m. - Enterprise Funds and Cost Recovery Budget Discussion

5:10 p.m. - Break

**REGULAR MEETING - 5:30 p.m.**

**I. ROLL CALL**

**II. APPOINTMENTS**

1. Consideration to Approve the City Manager's Appointment of Parker Dougherty as City Treasurer of Park City Municipal Corporation  
(A) Action

**III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

Council Questions and Comments

Staff Communications Reports

1. May Sales Tax Report
2. Park Avenue Projects Update: 2026
3. Park City Forward (Long-Range Transportation Plan)
4. Geothermal Energy Networks Update
5. June 26, 2025 Council Meeting Direction

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

**V. CONSIDERATION OF MINUTES**

1. Consideration to Approve the City Council Meeting Minutes from July 10 and 31, 2025

## **VI. CONSENT AGENDA**

1. Request to Authorize the City Manager to Execute a Professional Services Agreement with Message Point Media of Alabama, Inc. for a Three-Year Term, Not to Exceed \$218,149.25 in a Form Approved by the City Attorney's Office, to Purchase Transit Digital Sign Hardware and Software

## **VII. OLD BUSINESS**

1. Discuss Re-create 248 Transit Study: Level 1 Screening  
(A) Public Input
2. Park and Rides Discussion  
(A) Public Input
3. Consideration to Approve Ordinance 2025-18, an Ordinance Amending Ordinance 2024-22, Approving the Annexation of Approximately 0.94 Acres Known as the Robbins Parcel Located in the Thaynes Neighborhood to Modify the Effective Date and Update the Legal Description of the Annexation Parcel  
(A) Public Hearing (B) Action

## **VIII. NEW BUSINESS**

1. Consideration to Authorize Park City to Exercise its Right of First Refusal to Purchase the Deed-Restricted Duplex Unit Located at 2013 Cooke Drive for \$285,272.96 and Retain it as Part of the City's Employee Housing Program  
(A) Public Input (B) Action
2. Park Silly Sunday Market Request to Extend the Special Event City Services Agreement  
(A) Public Input (B) Action

## **IX. ADJOURNMENT**

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.**



## City Council Staff Report

**Subject:** Enterprise Funds and Cost Recovery  
**Authors:** Jessica Morgan, Ken Fisher and Amanda Angevine  
**Department:** Budget, Recreation and Ice  
**Date:** August 14, 2025

### Recommendation

Review and discuss the City's enterprise funds, including an overview of cost recovery policies for the Recreation and Ice departments. This report is provided for informational purposes.

At the request of the City Council, additional time has been allocated to further explore and better understand the structure and financial principles of enterprise funds. If there are specific areas of interest or follow-up items Council would like to amend, please provide that direction during the discussion.

### Executive Summary

On [March 27<sup>th</sup>](#), we presented an overview of the City's enterprise funds and cost recovery policies during the budget process. This report continues that conversation, offering more detailed information on each enterprise fund.

Enterprise funds provide a dedicated, self-sustaining financial structure for public services that operate similarly to private-sector businesses. These funds are typically used for services that charge user fees, (e.g., utilities and recreations services) and are expected to generate sufficient revenue to cover both their day-to-day operating costs and long-term capital needs. One of the primary advantages of enterprise funds is financial independence from the General Fund, thereby limiting how they can be spent and ensuring they are returned to the entity providing the services.

By isolating the revenues and expenses of each service, cities ensure that essential operations are not competing with other municipal priorities for general tax dollars. This approach allows cities to maintain the fiscal integrity of core services while preserving flexibility in the General Fund for broader community investments.

Another key benefit is transparency and accountability. Enterprise funds allow for clear, traceable accounting of the true cost of providing a service, enabling city leaders, stakeholders, and residents to better understand the financial performance of individual operations. This clarity supports data-driven decisions regarding rate structures, service levels, and infrastructure planning. Those who use a service pay for it directly, rather than relying on subsidies from the general tax base.

In addition, enterprise funds provide greater long-term financial planning and operational stability. Multi-year capital improvements, reserve funds, and maintenance

schedules can be more effectively managed within a fund that has dedicated revenue streams and is not subject to annual General Fund budget fluctuations.

Park City currently operates four enterprise funds: Transportation, Water, Storm Water, and Golf. Each enterprise fund is supported by a five-year financial model that forecasts revenues, operating and capital expenditures, and debt service obligations. Because these funds are supported by dedicated revenue sources rather than competing for allocations within the General Fund, long-term planning for operational sustainability and capital investment is significantly more stable and predictable.

Enterprise funds are financially separate from the general government. However, the General Fund can and often provides subsidies when needed, especially if subsidies are involved for certain types of users. In some cases, the enterprise fund may not be required to repay these funds if approved by the Council. Alternatively, the Council could direct the enterprise fund to take a loan from the General Fund and establish a repayment schedule. For example, in 2025, the General Fund transferred \$1 million to the Water Fund to help cover City water service fees and support the Water Fund. This subsidy allowed time for City departments to begin their strategy to pay their own water fees over time, without a sudden impact on our residents and users.

Cost recovery is the percentage of a program or service's expenses covered by user or participant fees. In Park City, the Recreation and Ice departments are the only departments within the General Fund that have a formal cost recovery policy. Current Council policy sets a target for these departments to recover 70% of their operating costs through user fees, with the remaining 30% funded by the General Fund. Reviewing these policies every few years helps ensure that fees are set at appropriate levels to balance affordability for users while maintaining financial sustainability for the City.

## **Analysis**

### **Water Fund**

Park City's Water Fund is funded entirely by water service fees, surplus water leases, and water impact fees collected to offset the costs of new development. We utilize a multi-year financial model to assess revenue and expense budgets that support both daily operations and long-term capital requirements. There were various changes to the fee structure this year, which affect revenue projections. We made these changes to the model and will continue to adjust as fees are updated to reflect the new rates.

Revenues in FY26 are budgeted for \$28 million and total expenses approximately at \$27 million excluding one time capital. The cash balance is expected to be \$805K at the end of FY26. The following five years of capital budget are focused on maintenance, equipment replacement, and repair. The new water facility is now complete and was a significant capital expense due to regulatory requirements for the water fund over the past few years.

Water Revenues	FY 2026 Budget	% of total
Service Fees	\$ 20,700,000	74%
Surplus Lease to Weber Basin	\$ 4,088,097	15%
Water Impact Fees	\$ 1,367,325	5%
Deer Valley Snowmaking	\$ 750,000	3%
City Water Charges	\$ 346,658	1%
Other Fees and Interest	\$ 818,677	3%
<b>Total Revenue</b>	<b>\$ 28,070,757</b>	

Water Expenses	FY 2026 Budget	% of total
Debt Services	\$ (9,405,237)	35%
Personnel	\$ (5,185,228)	19%
Operations Materials, Supplies	\$ (5,338,512)	20%
Water Supply Contracts	\$ (3,627,417)	13%
Interfund Transfer	\$ (1,671,443)	6%
Annual Capital	\$ (1,765,398)	7%
<b>Total Expenses</b>	<b>\$ (26,993,235)</b>	

<b>Net Income</b>	<b>\$ 1,077,522</b>
<b>One Time Capital</b>	<b>\$ (2,300,000)</b>
<b>Ending Cash Balance</b>	<b>\$ 805,239</b>

\*Table does not include reciprocal IFT transfer (accounting entry)  
\* One Time Capital is Hwy 224 Interconnect

The cash balance for FY26 is budgeted at 5% of operating expenses, which is lower than the desired target of 25% of operational expenses; however, this assumes spending 100% of the operating and capital budgets, which does not occur. The debt ratio compares annual net revenue (operating revenues, less operating expenses) to annual debt service. Annual debt service coverage has fluctuated over the past several years, declining in FY23 to a low of 1.26x. However, with adjusted rates and other revenue-raising initiatives, coverage increased to 1.45x in FY24. The rate covenant requirement is to be above 1.2x. To receive an upgrade in the bond rating, the debt coverage ratio needs to be higher than 2x.

Debt coverage and fund balance are expected to rise in the next 2-4 years. With the help of a planned increase to the revenue from the contract with Weber Basin to generate additional revenues, a decrease in capital expenses, a consistent fee schedule (increase 4.5% for FY26 and FY 2027, then 3% afterwards), and the City paying for more of its water usage to the Water Fund.

### Storm Water Fund

Storm Water is Park City's most recent enterprise fund, established in August of 2016, and managed by the Public Utilities Department, similar to the Water Fund. The Fund is used to plan, construct, operate, and maintain the City's storm drainage infrastructure due to additional and increased state regulation over the past decade. As a self-sustaining utility fund, all revenues from stormwater fees are deposited directly into the fund. The utility fee pays for expanding the City's stormwater system, including storm drains, maintenance and replacement of mains, street sweeping, and inlet inspection

and cleaning. It also supports efforts to prevent and address runoff issues, helping protect the community from flooding and water pollution.

Revenues in FY26 are budgeted at \$2 million, operating costs are approximately \$1.4 million, and capital is \$407K. The cash balance is expected to be \$1.6 million at the end of FY26. Major capital projects planned for the next five years include infrastructure replacements/repairs, with a yearly budget of \$331K (increased by 5% annually). Another capital project is the replacement of equipment and vehicles, with an annual budget of \$74K (increased by 3% yearly).

<b>Storm Water Fund</b>	<b>FY 2026 Budget</b>
Revenue	\$ 2,084,223
- Operating Expenses	\$ (1,396,870)
- Capital	\$ (406,513)
Net Income	\$ 280,840

<b>Ending Cash Balance</b>	<b>\$ 1,564,398</b>
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### **Transportation Fund**

The Transportation Fund comprises Transit, Transportation Planning, and Parking Services. Because the Parking Services fund is functionally different, it has its own section below.

Funding for the Transportation Fund comes from voter-approved transit-designated sales taxes, 25% of the Resort Communities Sales Tax, business license fees, nightly rental fees, federal grants, Flagstaff Transfer Fees, and 3rd Quarter transit sales tax. The Transportation Fund is unique because nearly 70% of operating revenues are generated from sales taxes. Most enterprise funds rely on user fees; however, Park City transit is a fare-free system, and relies solely on other revenues to fund services.

The Transportation Fund continues to evolve as Park City focuses its transportation operations within City limits and no longer outside. The FY26 budget supports expanded weekend services to Bonanza Flats trailheads as well as winter express routes from Richardson Flat to Park City Mountain and Deer Valley, and Old Town Transit Center. These efforts align with our goals of increasing access, mitigating traffic, and promoting sustainability while serving the needs of residents, visitors, and employees.

The Transportation Fund beginning balance is approximately \$34 million, revenues in FY26 are budgeted at \$45.5 million, operating costs between Transit and Transportation Planning are approximately \$20 million, and the capital budget is roughly \$8.2 million. The cash balance is expected to be \$17 million at the end of FY26. The 5-year capital plan, totaling approximately \$83 million, includes a budget for several large-scale projects, including a comprehensive bus stop replacement program, 13 new electric buses, and three electric chargers, all utilizing federal grant funding. Additionally, the

FY26 capital budget directs funding toward analysis, maintenance, optimization, and, in some cases, replacement of existing infrastructure.

Transportation Revenues	FY 2026 Budget
Sales Tax	\$ 16,736,819
Federal	\$ 23,000,000
Other	\$ 5,815,664
<b>Total Revenue</b>	<b>\$ 45,552,483</b>

Transportation Expenses	FY 2026 Budget
Operating	\$ (19,929,274)
Capital	\$ (8,298,171)
<b>Total Expenses</b>	<b>\$ (28,227,445)</b>

<b>Net Income</b>	<b>\$ 17,325,038</b>
<b>Ending Cash Balance</b>	<b>\$ 17,848,351</b>

### Parking Services Fund

Although the Parking Services Fund is part of the Transportation Fund, it is maintained as a stand-alone enterprise revenue fund. Parking recovers 100% of its operating and capital costs. Parking Services applies fees and fines through permitting and enforcement to regulate and maintain parking compliance and infrastructure. Paid parking and application of code and fees are imperative pieces of the city's Transportation Demand Management (TDM) strategy and maintenance.

Annual revenues are approximately \$3 million, and operating costs are around \$2.5 million. The remainder goes toward capital improvement projects, including asset maintenance and replacement. This includes an annual contribution toward the maintenance and potential projects like the future replacement of the China Bridge parking facility

Parking Service Fund	FY 2026 Budget
Revenue	\$ 3,137,553
- Operating Expenses	\$ (2,427,374)
- Capital	\$ (187,000)
Net Income	\$ 523,179

<b>Ending Cash Balance</b>	<b>\$ 2,775,739</b>
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### Golf Fund

The Golf Fund receives revenue from greens fees, cart rental, pro-shop sales, golf lessons, and other miscellaneous fees and services. All revenues collected from the Golf Club fund golf course operating and improvement costs. The financial objective for the Golf Fund is to break even after operations and build a fund balance to cover capital expenses.

Annual revenues are approximately \$2.7 million per year, and operating costs are around \$ 2.3 million. The remainder goes to pay for capital. The cash balance is expected to be \$ 2.9M at the end of FY26, with a plan to draw down to approximately \$800K over the next five years to fund Golf's capital plan. The Golf Fund's current cash balance and capital plan help ensure long-term stability. Some of the capital projects planned for the next 5 years are a new golf car fleet, equipment replacement, and course improvements.

<b>Golf Fund</b>	<b>FY 2026 Budget</b>
Revenue	\$ 2,701,291
- Operating Expenses	\$ (2,350,915)
- Capital	\$ (356,505)
<b>Net Income</b>	<b>\$ (6,129)</b>
One-Time Capital	\$ (510,000)
<b>Ending Cash Balance</b>	<b>\$ 2,926,823</b>

Council directed that the Golf Fund start paying for its water usage through a 3-year phase-in. The total payment is expected to be \$328K by the year 2028. Golf fees increased for FY26, and we anticipate Golf paying 1/3 of its water fees this year. We will evaluate financials yearly to determine if additional fee increases are necessary for water payments for FY27 and FY28.

Even with an increase in water charges, the Golf Fund is expected to be able to cover these costs and cost increases over the next several years. In addition, the Council requested that Golf utilize an external consultant to assess the course operations and provide suggestions for capital and maintenance projects that could alter the 5-year capital plan. Finally, Golf has begun to contemplate replacing its irrigation system in 5-15 years. The estimated cost is between \$6 million and \$10 million, which the Fund cannot afford today.

### **Cost Recovery**

The Recreation and Ice departments operate under a formal cost recovery policy to recover at least 70% of direct expenses through user fees. During the [March 27](#) meeting, the Council mentioned including capital in the cost recovery calculation and shared services such as IT, HR, Budget/Finance and Legal services. This report focuses solely on capital expenses, and adding these service costs would likely have similar implications, though it requires further analysis. Including capital in the calculation would provide more transparency in capturing total costs but also create some challenges.

### **Pros**

- **Improved Transparency:** By including both operating and capital expenses, it provides a more complete and accurate picture of total service costs.

- **Potential for Future Alignment:** Including capital costs could be a step toward aligning cost recovery and long-term reinvestment planning. However, the two processes are currently separate and need to be integrated.
- **Standard Amortization Option:** A five-year amortization provides a consistent and straightforward approach for incorporating capital costs.

## **Cons**

- **Year-to-Year Variability:** Capital expenses fluctuate significantly, making it difficult to maintain stable, predictable fee structures.
- **Reduced Operational Link:** Including capital weakens the direct connection between revenue and operational demand, which helps guide spending and staffing decisions.
- **Fee Inflexibility:** Tying capital approval to fee increases could limit budget flexibility and lead to questions like: Can we only approve this project if we raise user fees?
- **Unclear Long-Term Impacts:** Once a capital project is complete, it's unclear whether or how fees would be reduced, creating uncertainty for staff and users.
- **Budget Process Complications:** Capital requests currently compete across all departments in the General Fund; moving them into fee models may bypass this rigorous vetting and policy decision-making process.
- **Less Effective Fiscal Management:** Including capital would make it difficult for managers to quickly run expense and revenue reports and compare performance year over year. This can reduce the effectiveness of cost recovery as a tool for monitoring fiscal health and making timely management decisions.

Exhibit A illustrates how the cost recovery percentage would change if capital were included. While some capital expenses are annual, many extend multiple years. To simplify, we applied a five-year amortization for major capital replacement projects. An alternative approach would be to create various categories with varying amortization periods, such as 3, 5, 10, or 15 years; however, this could become subjective and more challenging to maintain consistently. We suggest using a standard five-year amortization, though we are open to further discussion if Council prefers a more tailored approach.

Capital expenses, unlike operational costs, can be inconsistent year by year. Incorporating them would require adjusting the 70% cost recovery target, which could impact how user fees are set. This change could confuse and complicate the fee-setting process since current fees are based solely on operational costs.

## **Recreation**

The Recreation Department's operating expenses are primarily funded by user fees, including youth and adult leagues, field and pavilion reservations, camps, classes, clinics, lessons, and court fees. These revenues go to the General Fund. The city's General Capital Fund covers capital expenses, including the MARC locker room

remodel, pool construction, the Community Center at City Park, and upkeep and maintenance of these buildings.

Recreation was an enterprise fund decades ago, but the City intentionally pulled it back into the General Fund in 2004, as it could no longer support itself due to providing low-cost and subsidized rates for targeted populations. Around this time, the Council directed Recreation to maintain a 70% cost recovery. This target has served as both a financial management tool and a benchmark for evaluating when fee adjustments are needed, based on actual revenues versus expenses. It also provides a straightforward way to explain fee changes to users.

If capital is included, clear guideposts of what is included and excluded would need to be clear. Currently, the department relies heavily on the Parks Department to maintain fields and park amenities, and building maintenance for repairs to the PC MARC. For example, something as simple as new soccer goals, playground repairs, or new water heaters requires categorization by department. This approach has several challenges since the costs are spread across departments, managers, and employees. If the Council wishes to pursue this approach, further discussions should be held on tracking expenses for personnel, materials, supplies, and other expenses.

Revenues in FY26 are approximately \$3.4m, while expenses come in at around \$5.1m, resulting in a budgeted estimate cost recovery rate of 67%. After including capital, the amount would be approximately 46%. We limited this calculation to General Fund, supported projects because cost recovery is measured against General Fund contributions, and expenses from other funding sources do not impact the General Fund. This approach excludes certain recreation capital projects, such as the City Park Recreation Building, funded through the 2019 Sales Tax Bond. However, an argument could be made to include all capital projects regardless of funding source to fully capture the total cost of Recreation services. If we include the City Park Recreation Building, the cost recovery rate for FY26 would decrease even further to 32%. Review Exhibit A for more information on how the capital cost recovery calculation was made.

Recreation Finances	2024 Actuals	2025 Budget	2026 Budget	2027 Projection
Revenue	\$ 2,723,154	\$ 3,093,278	\$ 3,396,351	\$ 3,464,278
Expenses	\$ 4,031,700	\$ 4,581,227	\$ 5,052,308	\$ 5,227,523
Original Cost Recovery	68%	68%	67%	66%
Amortized Capital (General Fund)	\$ 180,814	\$ 2,751,812	\$ 2,303,906	\$ 2,303,906
Cost Recovery with Capital	65%	42%	46%	46%
Amortized Capital with Recreation Building	\$ 180,814	\$ 5,751,812	\$ 5,303,906	\$ 5,303,906
Cost Recovery with Recreation Building	65%	29%	32%	32%

### Ice Arena

The Ice Arena relies primarily on user fees to cover operating expenses, while capital expenses are funded through the City's General Capital Fund. The facility was initially constructed as a joint venture between the City and the Snyderville Basin Special Recreation District (District). Per the Interlocal Agreement, the City contributes \$66K annually from the General Fund, and the District contributes \$50K annually. These

funds are designated specifically for capital maintenance and replacement at the Ice Arena. A 2023 Facility Condition Assessment identified a projected funding gap of \$3.7 million over the next five years. While the Interlocal Agreement governing annual contributions may be renegotiated, any shortfall would likely require additional support from the General Fund.

Revenue is generated through admission to public skating sessions, program registrations, ice rentals, skate services, and retail sales. Although the Ice Arena previously operated without a formal cost recovery target, it consistently maintained a rate above 70%. In 2023, in alignment with the direction of the City Council, the Ice Department adopted a 70% cost recovery goal to match Recreation.

Currently, the cost recovery metric is a tool to guide fee adjustments. In addition to cost recovery, staff evaluate market tolerance and compare rates to other facilities in Salt Lake. The goal is to balance financial sustainability, user affordability, and maintaining adequate demand to sustain a variety of program options. In addition, facilities in the Salt Lake Valley often offer more attractive ice times at significantly lower rates. Raising fees too much to cover additional capital costs could reduce participation, ultimately affecting the affordability for remaining users.

Including capital expenditures in the cost recovery formula introduces significant year-to-year variability, due to large, cyclical investments in infrastructure and equipment (e.g., 5-, 10-, 20-year cycles). In some years, capital costs will be substantial, while in others they may be minimal, making it difficult to set a consistent, reliable recovery target. As the facility celebrates its 20th anniversary, it is entering a period of major reinvestment, with several key systems nearing the end of their useful life. As a result, capital expenditures over the next five years will be especially high, likely depressing cost recovery rates if capital is included.

Budgeted revenues in FY26 are approximately \$1.1 million, while expenses are estimated to be around \$1.5 million. Cost recovery in FY25 was approximately 91% while the estimated cost recovery for FY26 is 75%. When capital costs are included, these figures drop to 46% and 71%, highlighting the significant impact capital funding has over the two years. Much of this difference is due to prior savings in the equipment replacement fund for major purchases. If these funds are not fully spent in FY25, the remaining balance will carry into FY26, increasing the actual cost recovery rate for FY25 and decreasing FY26's budgeted amount. This can distort year-to-year cost recovery comparisons since unspent capital inflates the following year's budgeted percentage while lowering the prior year's actuals percentage.

This year-over-year fluctuation illustrates how including capital in the calculation could complicate efforts to set a consistent long-term cost recovery goal. For details on the capital cost recovery calculation, see Exhibit A.

Ice Arena Finances	2024 Actuals	2025 Budget	2026 Budget	2027 Projection
Revenue	\$ 1,064,503	\$ 1,283,611	\$ 1,123,345	\$ 1,145,812
Expenses	\$ 1,292,042	\$ 1,412,827	\$ 1,504,667	\$ 1,586,754
Original Cost Recovery	82%	91%	75%	72%
Amortized Capital (General Fund)	\$ 136,533	\$ 1,387,524	\$ 88,500	\$ 438,500
Cost Recovery with Capital	75%	46%	71%	57%

## Exhibits

### Exhibit A: Cost Recovery Analysis

## Exhibit A: Cost Recovery Analysis

### Recreation Capital

Project	Funding Source	Funding Sources included in Calculation	Amortize	2024 Actuals	Carry Forward + 2025 Budget	2026 Budget	2027 Budget
CP0005 City Park Improvements	033468 LOWER PARK RDA * CONT TO RDA DEBT	no	no	\$ 694,687	\$ 328,880	\$ 100,000	\$ 100,000
CP0005 City Park Improvements	031400 CIP FUND * IMP FEE-OPEN SPACE	no	no		\$ -		
CP0142 PC MARC Program Equipment Replaceme	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no	\$ 44,502	\$ 325,104	\$ 65,000	\$ 65,000
CP0167 Skate Park Repairs	033450 Lower Park RDA * BEGINNING BALANCE	no	no		\$ 24,749	\$ 5,000	\$ 5,000
CP0280 Aquatics Equipment Replacement	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no	\$ 59,904	\$ 184,555	\$ 25,000	\$ 25,000
CP0292 Cemetery Improvements	031450 CIP Fund * BEGINNING BALANCE	yes	no	\$ 34,776	\$ 34,247		
CP0292 Cemetery Improvements	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no	\$ 15,382	\$ -		
CP0323 Dog Park Improvements	031450 CIP Fund * BEGINNING BALANCE	yes	no		\$ 124,000		
CP0324 Recreation Software	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 12,000		
CP0364 Master Plan for Recreation Amenities	031400 CIP FUND * IMP FEE-OPEN SPACE	no	no	\$ 135,256	\$ 550,162		
CP0386 Recreation Building in City Park	031539 CIP FUND * 2019 SALES TAX BONDS	no	yes		\$ 15,000,000		
CP0386 Recreation Building in City Park	033529 LOWER PARK RDA * LPA RDA ANTICIPATED DEBT	no	no		\$ 231,259		
CP0412 PC MARC Tennis Court Resurface	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 199,135		
CP0412 PC MARC Tennis Court Resurface	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no		\$ -		
CP0431 Bubble Repair	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 23,750		
CP0431 Bubble Repair	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no	\$ 26,250	\$ -		
CP0483 LED Upgrade Quinn's Fields	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 334,296		
CP0483 LED Upgrade Quinn's Fields	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no		\$ -		
CP0531 Prospector Park Improvements	031400 CIP FUND * IMP FEE-OPEN SPACE	no	no	\$ 4,030	\$ 13,755		
CP0531 Prospector Park Improvements	031469 CIP FUND * RAP TAX	no	no	\$ 86,014	\$ -		
CP0598 PC MARC Aquatics Replacement	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 9,740,350		
CP0598 PC MARC Aquatics Replacement	031469 CIP FUND * RAP TAX	no	no		\$ 200,000		
CP0602 PC MARC Furnishings	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 60,000		
CP0607 MARC Lighting System Replacement	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ 50,000		
CP0728 MARC Gymnasium Renovation	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ -	\$ 80,000.00	
CP0729 MARC Public Restroom & Locker Room Remod	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ -	\$ 570,000.00	
<b>Total Budget</b>				<b>\$ 1,100,801</b>	<b>\$ 27,436,242</b>	<b>\$ 845,000</b>	<b>\$ 195,000</b>
Not Amortized (Included in Calculation)				\$ 180,814	\$ 667,906	\$ 90,000	\$ 90,000
Amortized Amount (Included in Calculation)				\$ -	\$ 2,083,906	\$ 2,213,906	\$ 2,213,906
<b>Calculated Capital</b>				<b>\$ 180,814</b>	<b>\$ 2,751,812</b>	<b>\$ 2,303,906</b>	<b>\$ 2,303,906</b>

## Ice Arena Capital

Project	Funding Source	Funding Sources included in Calculation	Amortize	2024 Actuals	Carry Forward + 2025 Budget	2026 Budget	2027 Budget
CP0150 Ice Facility Capital Replacement	031450 CIP Fund * BEGINNING BALANCE	yes	yes				\$ 1,750,000
CP0150 Ice Facility Capital Replacement	031475 CIP FUND * TRANSFER FROM GENERAL FUND	yes	no	\$ 136,533	\$ 1,387,524	\$ 66,000	\$ 66,000
CP0150 Ice Facility Capital Replacement	031490 CIP FUND * COUNTY/SPECIAL DISTRICT CONTRIBUTION	no	no	\$ 187,197	\$ 351,678	\$ 50,000	\$ 50,000
CP0150 Ice Facility Capital Replacement	031469 CIP FUND * RAP TAX	no	no	\$ 11,623	\$ 55,811		
CP0722 Countainer for Outdoor Ice Rink	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ -	\$ 7,500	
CP0726 Lobby Upgrades - Ice Arena	031450 CIP Fund * BEGINNING BALANCE	yes	yes		\$ -	\$ 105,000	
<b>Total Budget</b>				<b>\$ 335,353</b>	<b>\$ 1,795,013</b>	<b>\$ 228,500</b>	<b>\$ 1,866,000</b>
Not Amortized (Included in Calculation)				\$ 136,533	\$ 1,387,524	\$ 66,000	\$ 66,000
Amortized Amount (Included in Calculation)						\$ 22,500	\$ 372,500
<b>Calculated Capital</b>				<b>\$ 136,533</b>	<b>\$ 1,387,524</b>	<b>\$ 88,500</b>	<b>\$ 438,500</b>



## City Council Staff Report

**Subject:** Appointment of City Treasurer  
**Author:** Mindy Finlinson, Finance Director  
**Department:** Finance Department  
**Date:** August 14, 2025

### Recommendation

Consider approval of the City Manager's proposed appointment of Parker Dougherty as the City Treasurer of Park City Municipal Corporation.

### Executive Summary and Analysis

[Park City's Municipal Code, Section 2-4-7](#), prescribes the approval process for the City Treasurer position. Section 2-4-7 authorizes the City Manager to appoint a City Treasurer with the approval of the Mayor and City Council. Dougherty was selected and will train under Mindy Finlinson, who previously served as City's Treasurer from December 2016 through May 2019. Parker holds a Master of Public Administration from the University of Colorado and brings over ten years of accounting and financial experience in healthcare and higher education.

Approval will ensure continuity and maintain the Finance Department's effective and efficient management of cash, debt, and compliance with state law and the [Utah Money Management Act](#). Per the Municipal Code, the City Treasurer will serve at the pleasure of the City Manager with the approval of the Mayor and City Council.



## City Council Staff Report

**Subject:** May Sales Tax Report  
**Author:** Budget Team  
**Department:** Budget  
**Date:** August 14, 2025

### Sales Tax Distribution

The following bullets summarize the May sales tax distribution.

#### Citywide Sales Tax Distribution Summary (excludes Transient Room Tax):

Monthly:

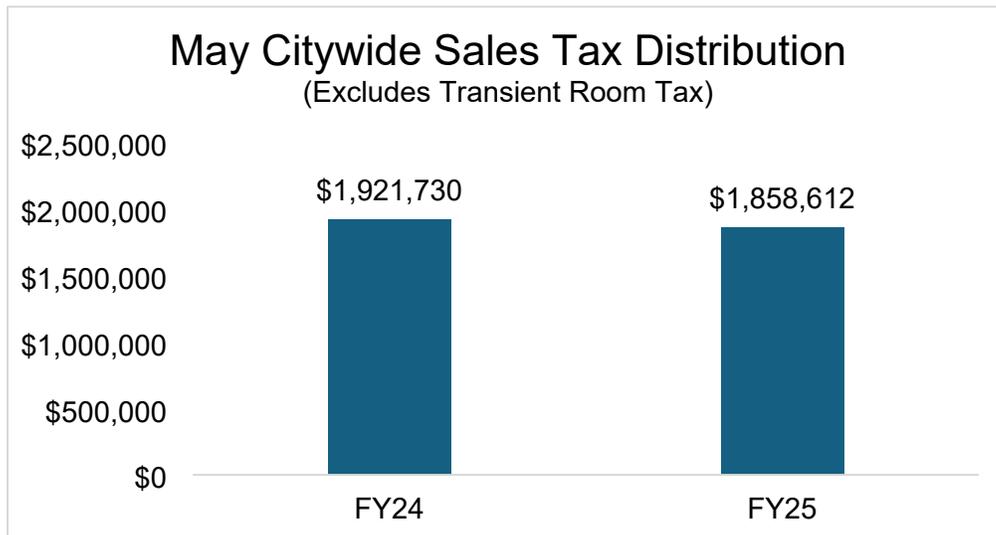
- May revenue is \$1,858,612, a decrease of \$63,118 (-3.3%) from last year;
- Revenue is \$226,512 (+13.9%) above the budget;

Quarterly:

- Revenue for the last quarter is \$11,201,263, an increase of \$503,014 (+4.7%) from the same quarter last year;
- Revenue is \$675,395 (+6.4%) above the budget;

Year-to-Date:

- YTD revenue is \$42,546,198, an increase of \$815,234 (+2%) compared with last year; and
- Revenue is \$1,140,123 (+2.8%) above the budget.



#### General Fund Distribution Summary:

Monthly:

- May revenue is \$957,218, a decrease of \$33,252 (-3.4%) from last year;
- Revenue is \$72,165 (+8.2%) above the budget;

Quarterly:

- Revenue for the last quarter is \$5,944,545, an increase of \$268,022 (+4.7%) from the same quarter last year;
- Revenue is \$236,592 (+4.1%) above the budget;

Year-to-Date:

- YTD revenue is \$22,729,750, an increase of \$435,852 (+2%) compared with last year; and
- Revenue is \$276,124 (+1.2%) above the budget.

### **Transient Room Tax Distribution Summary:**

Monthly:

- May revenue is \$113,891, a decrease of \$18,220 (-13.8%) from last May;
- Revenue was \$14,184 (+14.2%) above the budget;

Quarterly:

- Revenue from the last quarter is \$1,049,083, a decrease of \$33,544 (-3.1%) from the same quarter last year;
- Revenue is \$69,250 (-6.2%) below the budget;

Year-to-Date:

- YTD revenue is \$4,363,750, a decrease of \$73,319 (-1.7%) compared with last year; and
- Revenue is \$141,779 (-3.1%) below the budget.

### **Sales Tax Analysis**

May is traditionally the lightest month of the year for sales tax revenue, accounting for only about 3.7% of annual collections. Even so, May's sales tax distribution (excluding Transient Room Tax) came in \$226,512 (+13.9%) above the monthly budget target. The winter–spring quarter remains ahead of last year (+4.7%) and above forecast (+6.4%), leaving fiscal year-to-date revenue in positive territory.

The results over 11 months of collections leave the year-to-date total firmly ahead of plan. Statewide labor-market conditions remain healthy, and preliminary lodging and visitation bookings indicate the first month of peak summer should at least match and likely edge above last year's levels. Together with a modest softening in discretionary-spending data, these signals support our expectation of closing the fiscal year ahead of plan.

We continue collaborating with the Park City Chamber of Commerce to regularly assess a range of global, national, and local economic indicators, including consumer spending patterns and tourism activity. This ongoing analysis will help ensure that our fiscal year 2025 budget and revenue forecasts align with current economic trends and that any proactive adjustments can be made accordingly.

### **Exhibits**

- A*      *FY25 May Sales Tax Distribution*
- B*      *FY25 May Sales Tax Revenue by Filing Month*

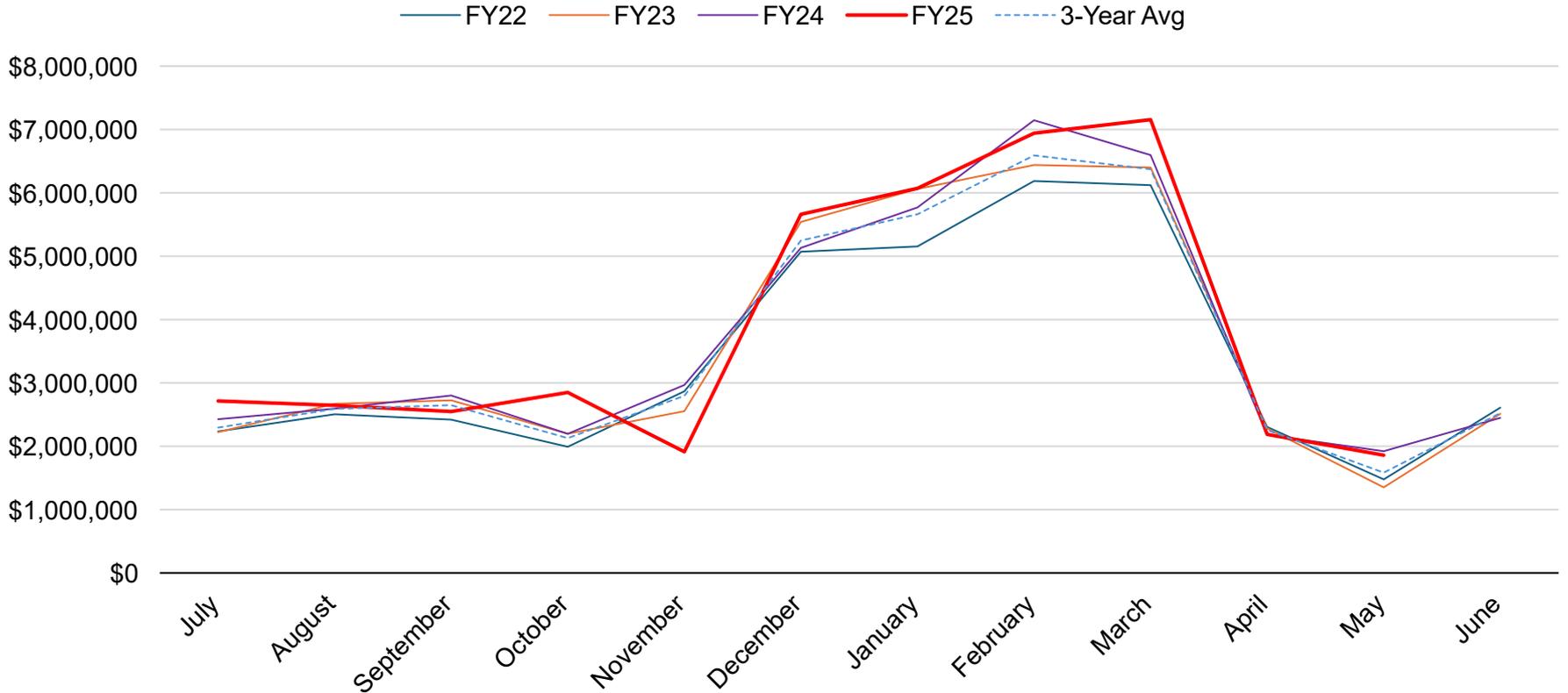
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# May Sales Tax Distribution Appendix I

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# Sales Tax Distribution

Annual Distribution Sales Tax Revenue Over Time by Month



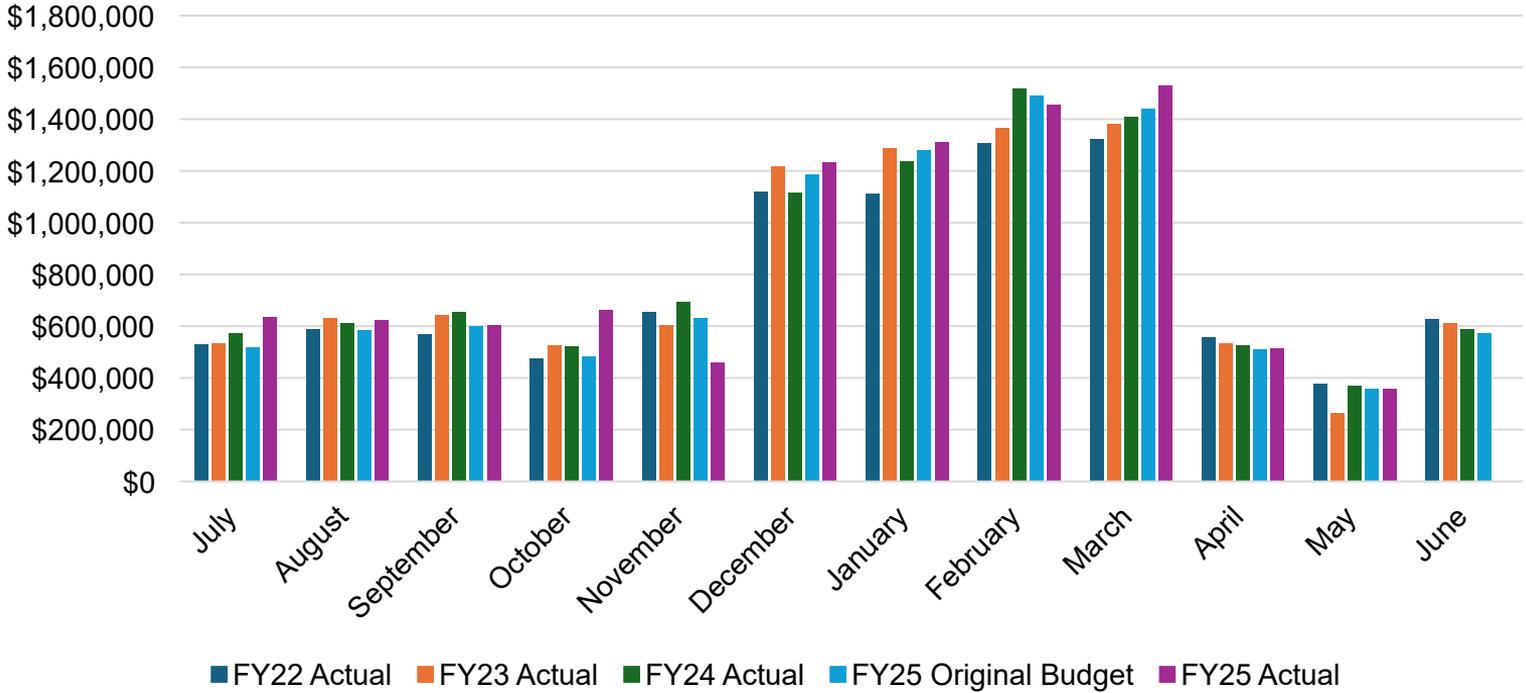
# Local Option Sales Tax Distribution

Local Option Sales Tax - Monthly							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$529,671	\$532,806	\$570,791	\$518,823	\$634,037	11.08%	22.21%
August	\$589,690	\$631,245	\$612,827	\$585,635	\$623,012	1.66%	6.38%
September	\$569,012	\$641,829	\$655,342	\$598,894	\$604,981	-7.68%	1.02%
October	\$473,070	\$526,872	\$521,364	\$481,303	\$661,089	26.80%	37.35%
November	\$655,496	\$603,371	\$695,129	\$632,204	\$460,257	-33.79%	-27.20%
December	\$1,119,655	\$1,216,593	\$1,116,760	\$1,186,617	\$1,233,701	10.47%	3.97%
January	\$1,110,233	\$1,288,403	\$1,236,790	\$1,280,238	\$1,312,696	6.14%	2.54%
February	\$1,305,827	\$1,366,459	\$1,518,413	\$1,490,333	\$1,453,765	-4.26%	-2.45%
March	\$1,323,165	\$1,380,769	\$1,408,614	\$1,440,978	\$1,530,462	8.65%	6.21%
April	\$556,420	\$534,284	\$525,152	\$510,006	\$515,667	-1.81%	1.11%
May	\$375,382	\$264,260	\$370,168	\$358,026	\$357,004	-3.56%	-0.29%
June	\$626,591	\$611,246	\$586,773	\$570,586	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$9,234,210</b>	<b>\$9,598,138</b>	<b>\$9,818,123</b>	<b>\$9,653,643</b>	<b>\$9,386,670</b>	<b>-4.39%</b>	<b>-2.77%</b>

Local Option Sales Tax - Culmulative							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$529,671	\$532,806	\$570,791	\$518,823	\$634,037	11.08%	22.21%
August	\$1,119,361	\$1,164,051	\$1,183,618	\$1,104,457	\$1,257,049	6.20%	13.82%
September	\$1,688,373	\$1,805,880	\$1,838,960	\$1,703,351	\$1,862,030	1.25%	9.32%
October	\$2,161,443	\$2,332,752	\$2,360,324	\$2,184,655	\$2,523,119	6.90%	15.49%
November	\$2,816,939	\$2,936,124	\$3,055,453	\$2,816,858	\$2,983,376	-2.36%	5.91%
December	\$3,936,593	\$4,152,716	\$4,172,213	\$4,003,475	\$4,217,077	1.08%	5.34%
January	\$5,046,826	\$5,441,119	\$5,409,003	\$5,283,713	\$5,529,773	2.23%	4.66%
February	\$6,352,653	\$6,807,579	\$6,927,416	\$6,774,047	\$6,983,537	0.81%	3.09%
March	\$7,675,818	\$8,188,348	\$8,336,030	\$8,215,025	\$8,513,999	2.13%	3.64%
April	\$8,232,238	\$8,722,631	\$8,861,182	\$8,725,031	\$9,029,667	1.90%	3.49%
May	\$8,607,619	\$8,986,891	\$9,231,350	\$9,083,057	\$9,386,670	1.68%	3.34%
June	\$9,234,210	\$9,598,138	\$9,818,123	\$9,653,643	\$0	-100.00%	-100.00%

# Local Option Sales Tax Distribution

Local Option Sales Tax  
Historical Sales Tax Distributions Over Time by Month



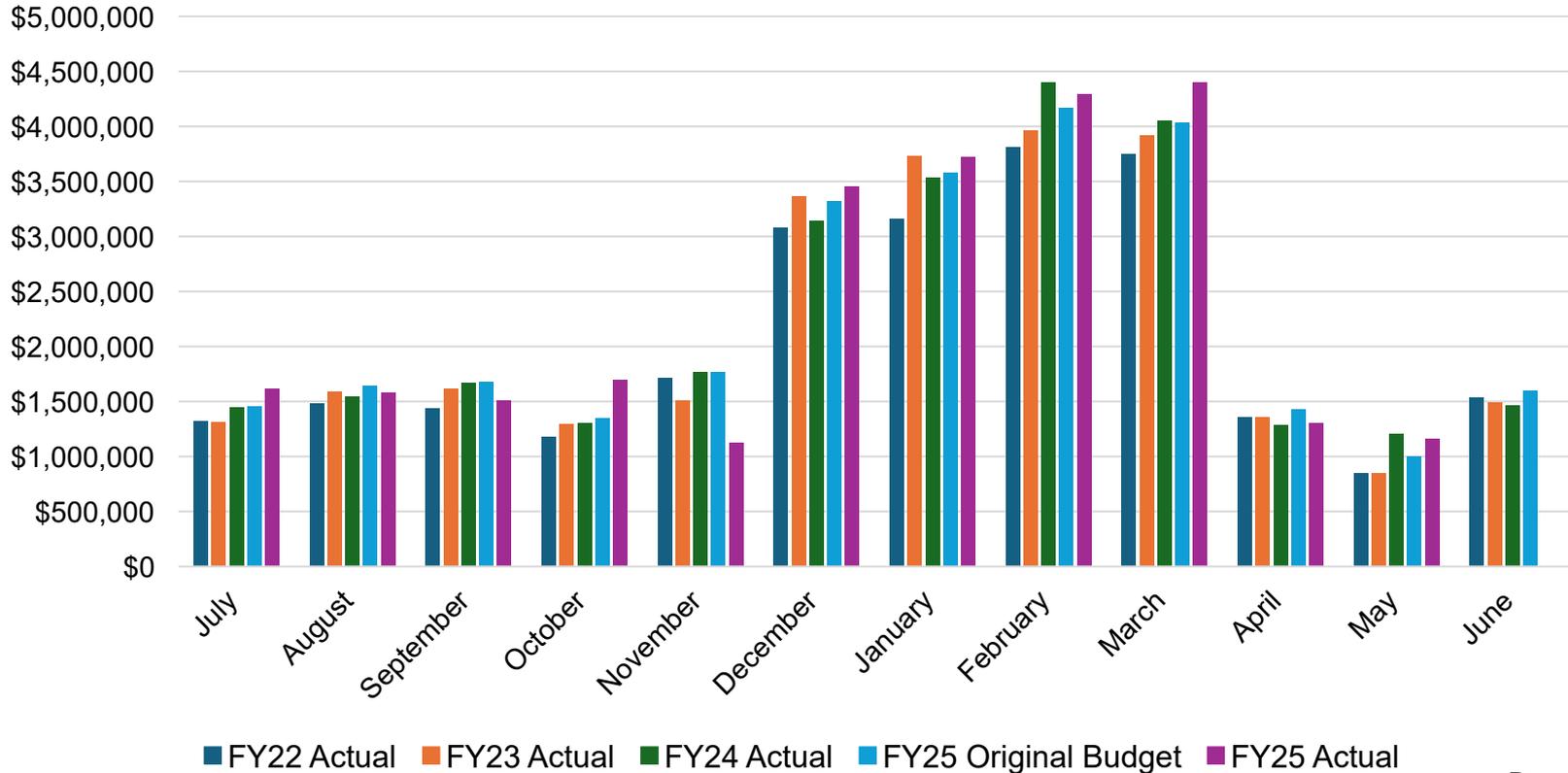
# Resort Sales Tax Distribution

Resort Sales Tax - Monthly							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$1,324,191	\$1,312,332	\$1,442,948	\$1,451,745	\$1,618,474	12.2%	11.48%
August	\$1,486,151	\$1,586,065	\$1,541,605	\$1,638,695	\$1,580,122	2.50%	-3.57%
September	\$1,439,786	\$1,615,491	\$1,668,124	\$1,675,796	\$1,508,595	-9.56%	-9.98%
October	\$1,177,422	\$1,296,056	\$1,299,701	\$1,346,760	\$1,700,690	30.85%	26.28%
November	\$1,717,615	\$1,512,524	\$1,764,089	\$1,769,002	\$1,125,600	-36.19%	-36.37%
December	\$3,082,526	\$3,368,390	\$3,140,247	\$3,320,335	\$3,458,333	10.13%	4.16%
January	\$3,157,600	\$3,729,527	\$3,538,256	\$3,582,301	\$3,722,264	5.20%	3.91%
February	\$3,812,931	\$3,965,502	\$4,397,749	\$4,170,179	\$4,295,595	-2.32%	3.01%
March	\$3,746,856	\$3,920,247	\$4,053,790	\$4,032,077	\$4,399,342	8.52%	9.11%
April	\$1,354,702	\$1,356,848	\$1,283,854	\$1,427,075	\$1,302,002	1.41%	-8.76%
May	\$849,574	\$844,454	\$1,202,996	\$1,001,812	\$1,163,996	-3.24%	16.19%
June	\$1,538,289	\$1,491,338	\$1,462,232	\$1,596,586	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$24,687,643</b>	<b>\$25,998,774</b>	<b>\$26,795,590</b>	<b>\$27,012,364</b>	<b>\$25,875,014</b>	<b>-3.44%</b>	<b>-4.21%</b>

Resort Sales Tax - Cumulative							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$1,324,191	\$1,312,332	\$1,442,948	\$1,451,745	\$1,618,474	12.16%	11.48%
August	\$2,810,341	\$2,898,396	\$2,984,553	\$3,090,440	\$3,198,596	7.17%	3.50%
September	\$4,250,127	\$4,513,887	\$4,652,677	\$4,766,236	\$4,707,191	1.17%	-1.24%
October	\$5,427,549	\$5,809,943	\$5,952,378	\$6,112,997	\$6,407,882	7.65%	4.82%
November	\$7,145,164	\$7,322,467	\$7,716,467	\$7,881,999	\$7,533,482	-2.37%	-4.42%
December	\$10,227,690	\$10,690,858	\$10,856,714	\$11,202,334	\$10,991,815	1.24%	-1.88%
January	\$13,385,290	\$14,420,385	\$14,394,970	\$14,784,635	\$14,714,079	2.22%	-0.48%
February	\$17,198,221	\$18,385,887	\$18,792,719	\$18,954,814	\$19,009,674	1.15%	0.29%
March	\$20,945,078	\$22,306,135	\$22,846,508	\$22,986,891	\$23,409,016	2.46%	1.84%
April	\$22,299,780	\$23,662,982	\$24,130,362	\$24,413,966	\$24,711,018	2.41%	1.22%
May	\$23,149,354	\$24,507,436	\$25,333,358	\$25,415,778	\$25,875,014	2.14%	1.81%
June	\$24,687,643	\$25,998,774	\$26,795,590	\$27,012,364	\$0	-100.00%	-100.00%

# Resort Sales Tax Distribution

## Resort Sales Tax Historical Sales Tax Distributions Over Time by Month



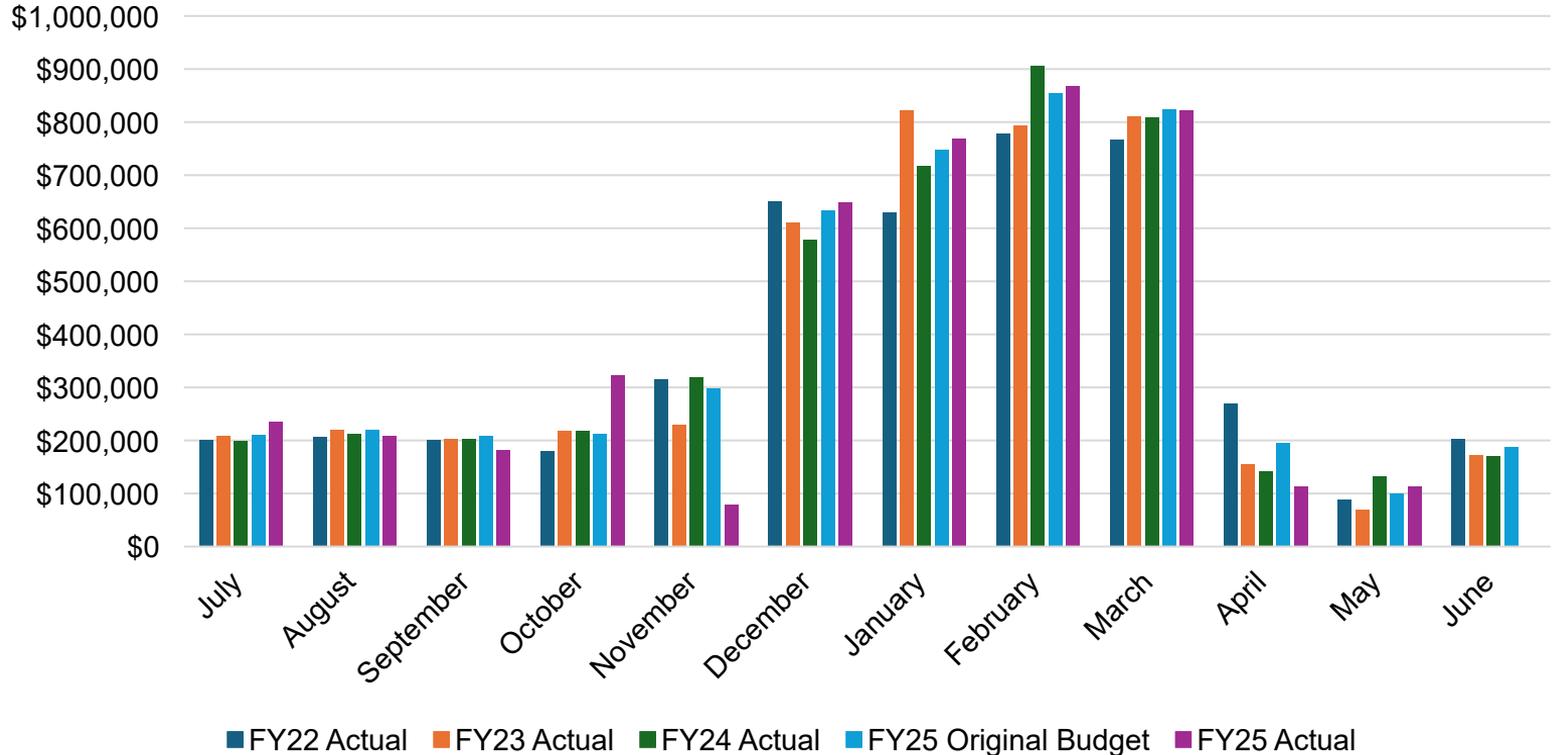
# Transient Room Tax Distribution

Transient Room Sales Tax - Monthly							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$201,780	\$207,936	\$199,624	\$210,132	\$236,013	18.23%	12.32%
August	\$206,192	\$219,874	\$212,683	\$220,274	\$209,093	-1.69%	-5.08%
September	\$200,321	\$203,178	\$203,721	\$209,401	\$181,611	-10.85%	-13.27%
October	\$179,897	\$217,406	\$217,701	\$212,085	\$322,638	48.20%	52.13%
November	\$315,172	\$229,493	\$319,441	\$297,988	\$78,992	-75.27%	-73.49%
December	\$650,240	\$611,583	\$577,710	\$634,366	\$649,471	12.42%	2.38%
January	\$630,062	\$823,076	\$717,139	\$748,424	\$768,614	7.18%	2.70%
February	\$778,153	\$793,379	\$906,424	\$854,527	\$868,234	-4.21%	1.60%
March	\$767,199	\$811,367	\$809,258	\$823,445	\$821,500	1.51%	-0.24%
April	\$270,230	\$154,497	\$141,257	\$195,180	\$113,692	-19.51%	-41.75%
May	\$87,896	\$69,124	\$132,111	\$99,707	\$113,891	-13.79%	14.23%
June	\$203,021	\$172,713	\$171,123	\$188,585	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$4,490,163</b>	<b>\$4,513,625</b>	<b>\$4,608,192</b>	<b>\$4,694,114</b>	<b>\$4,363,750</b>	<b>-5.30%</b>	<b>-7.04%</b>

Transient Room Sales Tax - Culmulative							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$201,780	\$207,936	\$199,624	\$210,132	\$236,013	18.23%	12.32%
August	\$407,972	\$427,810	\$412,307	\$430,405	\$445,106	7.96%	3.42%
September	\$608,293	\$630,988	\$616,027	\$639,806	\$626,717	1.74%	-2.05%
October	\$788,190	\$848,393	\$833,728	\$851,891	\$949,356	13.87%	11.44%
November	\$1,103,363	\$1,077,886	\$1,153,169	\$1,149,880	\$1,028,347	-10.82%	-10.57%
December	\$1,753,602	\$1,689,469	\$1,730,880	\$1,784,246	\$1,677,819	-3.07%	-5.96%
January	\$2,383,664	\$2,512,545	\$2,448,018	\$2,532,669	\$2,446,433	-0.06%	-3.40%
February	\$3,161,817	\$3,305,925	\$3,354,443	\$3,387,196	\$3,314,667	-1.19%	-2.14%
March	\$3,929,016	\$4,117,292	\$4,163,701	\$4,210,642	\$4,136,167	-0.66%	-1.77%
April	\$4,199,246	\$4,271,788	\$4,304,958	\$4,405,822	\$4,249,859	-1.28%	-3.54%
May	\$4,287,142	\$4,340,912	\$4,437,069	\$4,505,529	\$4,363,750	-1.65%	-3.15%
June	\$4,490,163	\$4,513,625	\$4,608,192	\$4,694,114	\$0	-100.00%	-100.00%

# Transient Room Tax Distribution

Transient Room Sales Tax  
Historical Sales Tax Revenues Over Time by Month



# Transportation Sales Taxes

## Distributions

### Transportation Sales Taxes - Monthly

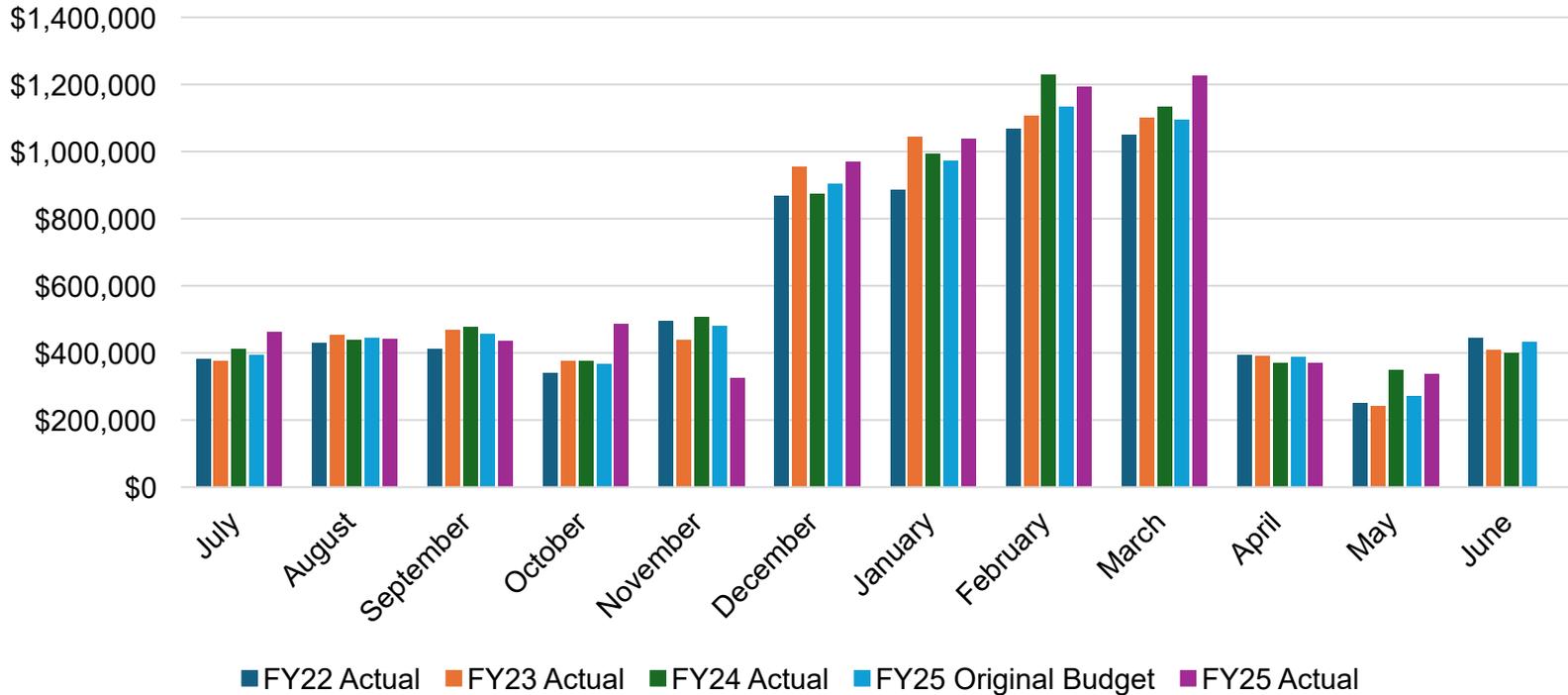
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$380,466	\$377,116	\$413,216	\$394,540	\$462,510	11.93%	17.23%
August	\$429,532	\$453,180	\$439,674	\$445,348	\$442,599	0.67%	-0.62%
September	\$411,403	\$467,427	\$477,474	\$455,431	\$434,807	-8.94%	-4.53%
October	\$341,061	\$375,061	\$375,137	\$366,009	\$487,245	29.88%	33.12%
November	\$494,289	\$437,648	\$507,667	\$480,761	\$326,755	-35.64%	-32.03%
December	\$868,834	\$955,716	\$874,845	\$902,367	\$969,064	10.77%	7.39%
January	\$886,424	\$1,043,825	\$994,634	\$973,561	\$1,036,865	4.25%	6.50%
February	\$1,068,449	\$1,107,890	\$1,229,933	\$1,133,329	\$1,191,877	-3.09%	5.17%
March	\$1,051,270	\$1,099,522	\$1,134,098	\$1,095,797	\$1,225,418	8.05%	11.83%
April	\$393,681	\$390,607	\$371,011	\$387,836	\$369,760	-0.34%	-4.66%
May	\$252,065	\$242,686	\$348,567	\$272,262	\$337,613	-3.14%	24.00%
June	\$444,710	\$409,441	\$399,687	\$433,904	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$7,022,185</b>	<b>\$7,360,119</b>	<b>\$7,565,943</b>	<b>\$7,341,144</b>	<b>\$7,284,514</b>	<b>-3.72%</b>	<b>-0.77%</b>

### Transportation Sales Taxes - Culmulative

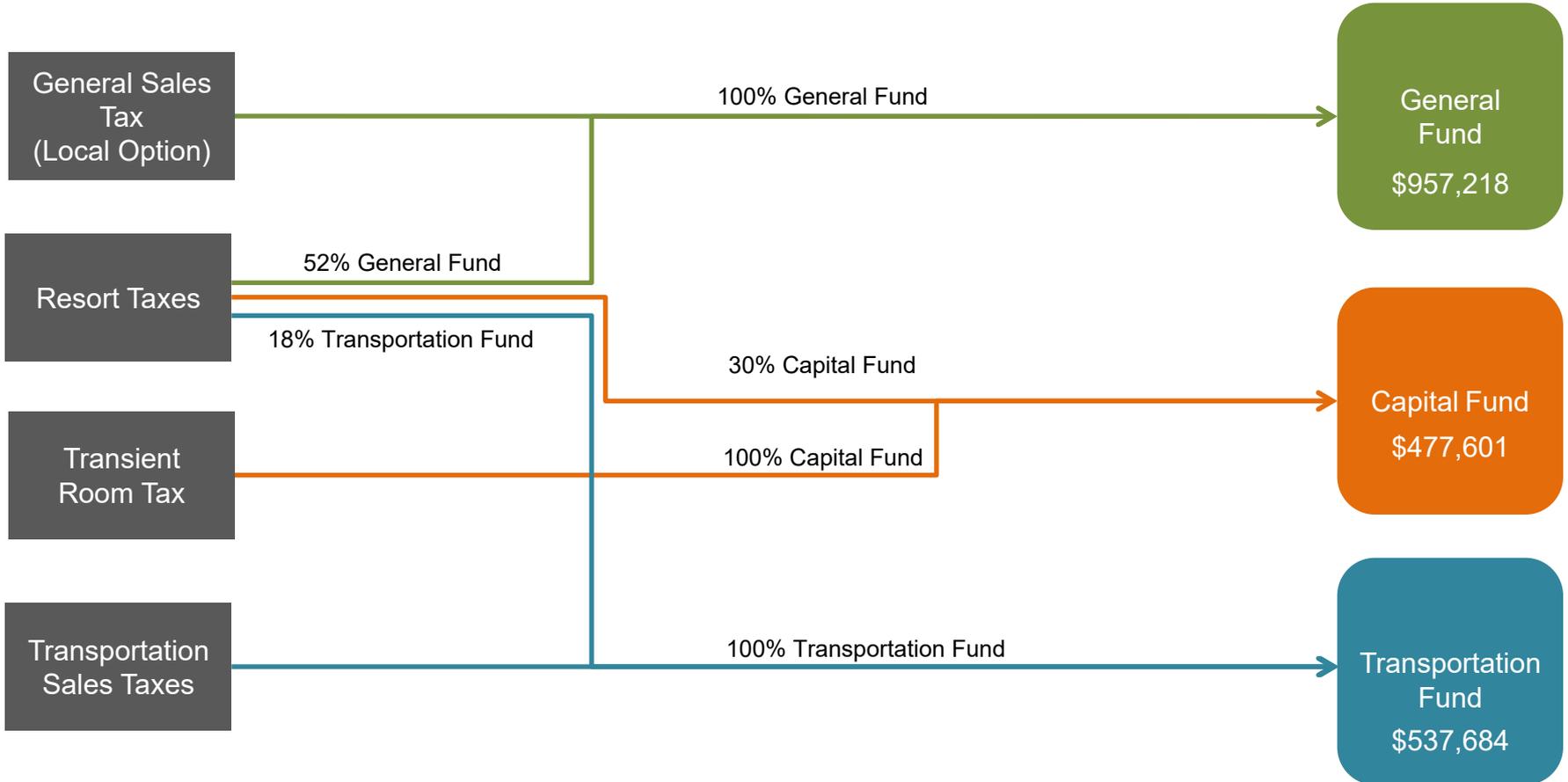
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	\$380,466	\$377,116	\$413,216	\$394,540	\$462,510	11.93%	17.23%
August	\$809,998	\$830,296	\$852,890	\$839,888	\$905,110	6.12%	7.77%
September	\$1,221,401	\$1,297,723	\$1,330,364	\$1,295,319	\$1,339,916	0.72%	3.44%
October	\$1,562,462	\$1,672,784	\$1,705,501	\$1,661,328	\$1,827,162	7.13%	9.98%
November	\$2,056,751	\$2,110,432	\$2,213,168	\$2,142,089	\$2,153,917	-2.68%	0.55%
December	\$2,925,585	\$3,066,148	\$3,088,013	\$3,044,456	\$3,122,981	1.13%	2.58%
January	\$3,812,009	\$4,109,973	\$4,082,647	\$4,018,017	\$4,159,846	1.89%	3.53%
February	\$4,880,458	\$5,217,863	\$5,312,580	\$5,151,346	\$5,351,723	0.74%	3.89%
March	\$5,931,728	\$6,317,384	\$6,446,678	\$6,247,142	\$6,577,141	2.02%	5.28%
April	\$6,325,409	\$6,707,992	\$6,817,689	\$6,634,978	\$6,946,901	1.90%	4.70%
May	\$6,577,475	\$6,950,678	\$7,166,256	\$6,907,240	\$7,284,514	1.65%	5.46%
June	\$7,022,185	\$7,360,119	\$7,565,943	\$7,341,144	\$0	-100.00%	-100.00%

# Transportation Sales Tax Distributions

Transportation Sales Taxes  
 Historical Sales Tax Revenues Over Time by Month  
 (Excludes Additional Mass Transit Tax 2nd Quarter)



# May Sales Tax Revenue by Fund



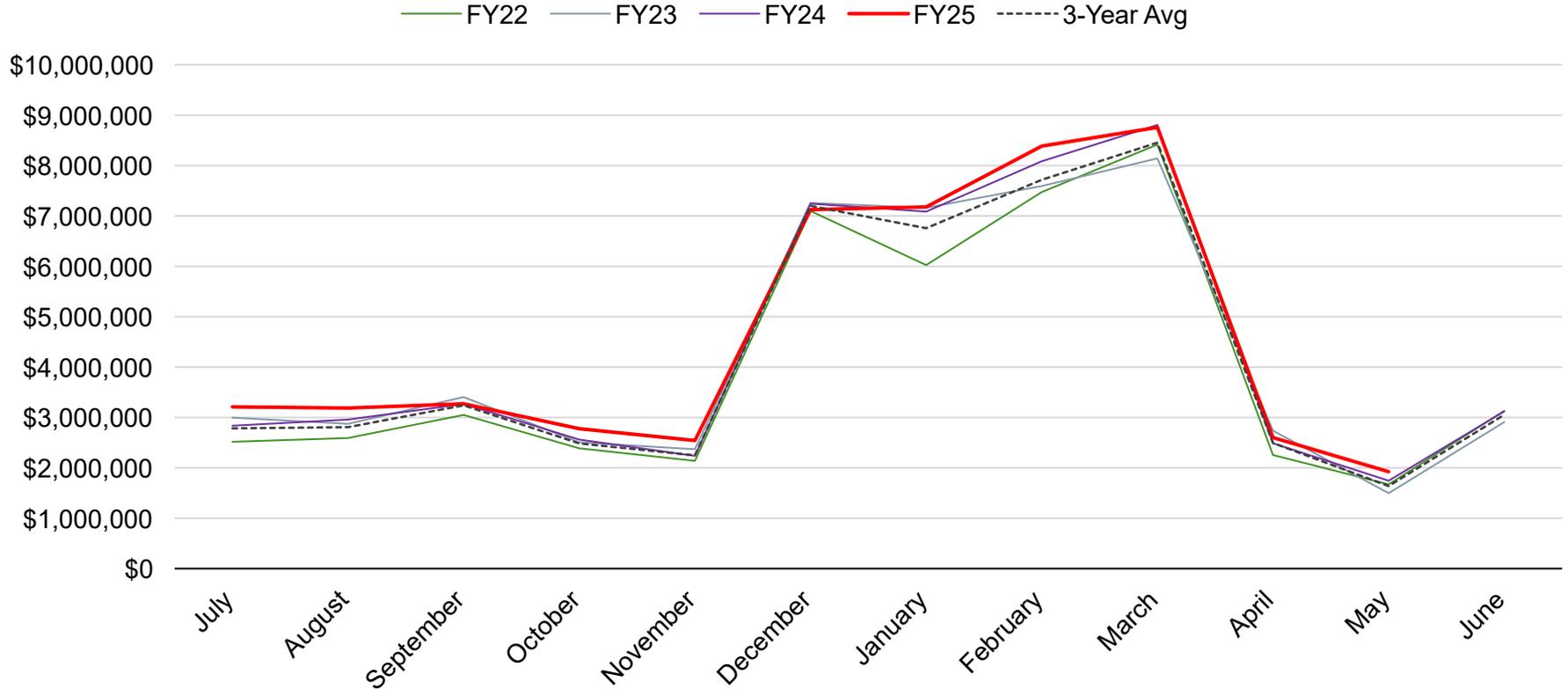
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# May Sales Tax Filings Revenue Appendix II

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# Sales Tax Revenue

## Annual Actual Sales Tax Revenue Over Time by Month



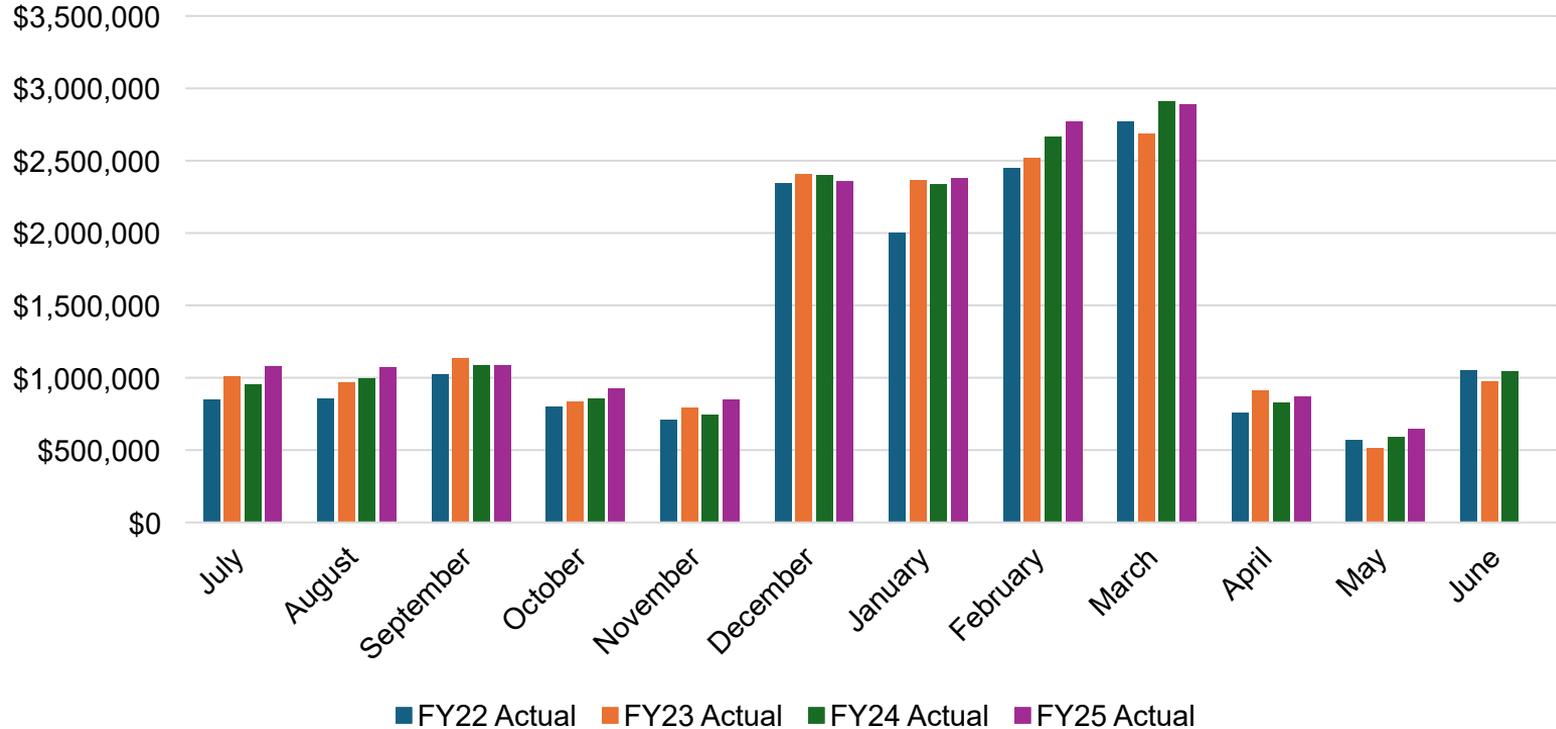
# Local Option Sales Tax

Local Option Sales Tax - Monthly					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$847,859	\$1,011,896	\$952,577	\$1,078,271	13.20%
August	\$857,988	\$966,504	\$993,987	\$1,072,799	7.93%
September	\$1,020,252	\$1,132,367	\$1,088,081	\$1,088,934	0.08%
October	\$801,286	\$838,395	\$852,944	\$924,764	8.42%
November	\$712,206	\$793,974	\$746,876	\$851,525	14.01%
December	\$2,345,388	\$2,409,643	\$2,403,033	\$2,355,322	-1.99%
January	\$2,002,372	\$2,363,459	\$2,338,824	\$2,379,698	1.75%
February	\$2,451,609	\$2,519,980	\$2,664,506	\$2,770,243	3.97%
March	\$2,772,301	\$2,687,921	\$2,912,966	\$2,889,343	-0.81%
April	\$755,906	\$910,595	\$830,089	\$869,838	4.79%
May	\$566,444	\$513,305	\$592,044	\$648,263	9.50%
June	\$1,049,026	\$976,540	\$1,045,735	\$0	-100.00%
<b>Total</b>	<b>\$16,182,637</b>	<b>\$17,124,579</b>	<b>\$17,421,663</b>	<b>\$16,929,001</b>	<b>-2.83%</b>

Local Option Sales Tax - Cumulative					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$847,859	\$1,011,896	\$952,577	\$1,078,271	13.20%
August	\$1,705,847	\$1,978,400	\$1,946,564	\$2,151,070	10.51%
September	\$2,726,100	\$3,110,767	\$3,034,645	\$3,240,004	6.77%
October	\$3,527,385	\$3,949,161	\$3,887,589	\$4,164,768	7.13%
November	\$4,239,591	\$4,743,135	\$4,634,465	\$5,016,294	8.24%
December	\$6,584,979	\$7,152,778	\$7,037,498	\$7,371,615	4.75%
January	\$8,587,351	\$9,516,237	\$9,376,322	\$9,751,314	4.00%
February	\$11,038,960	\$12,036,217	\$12,040,828	\$12,521,557	3.99%
March	\$13,811,261	\$14,724,139	\$14,953,794	\$15,410,900	3.06%
April	\$14,567,166	\$15,634,734	\$15,783,883	\$16,280,738	3.15%
May	\$15,133,611	\$16,148,039	\$16,375,927	\$16,929,001	3.38%
June	\$16,182,637	\$17,124,579	\$17,421,663	\$0	-100.00%

# Local Option Sales Tax

## Local Option Sales Tax Historical Sales Tax Revenues Over Time by Month



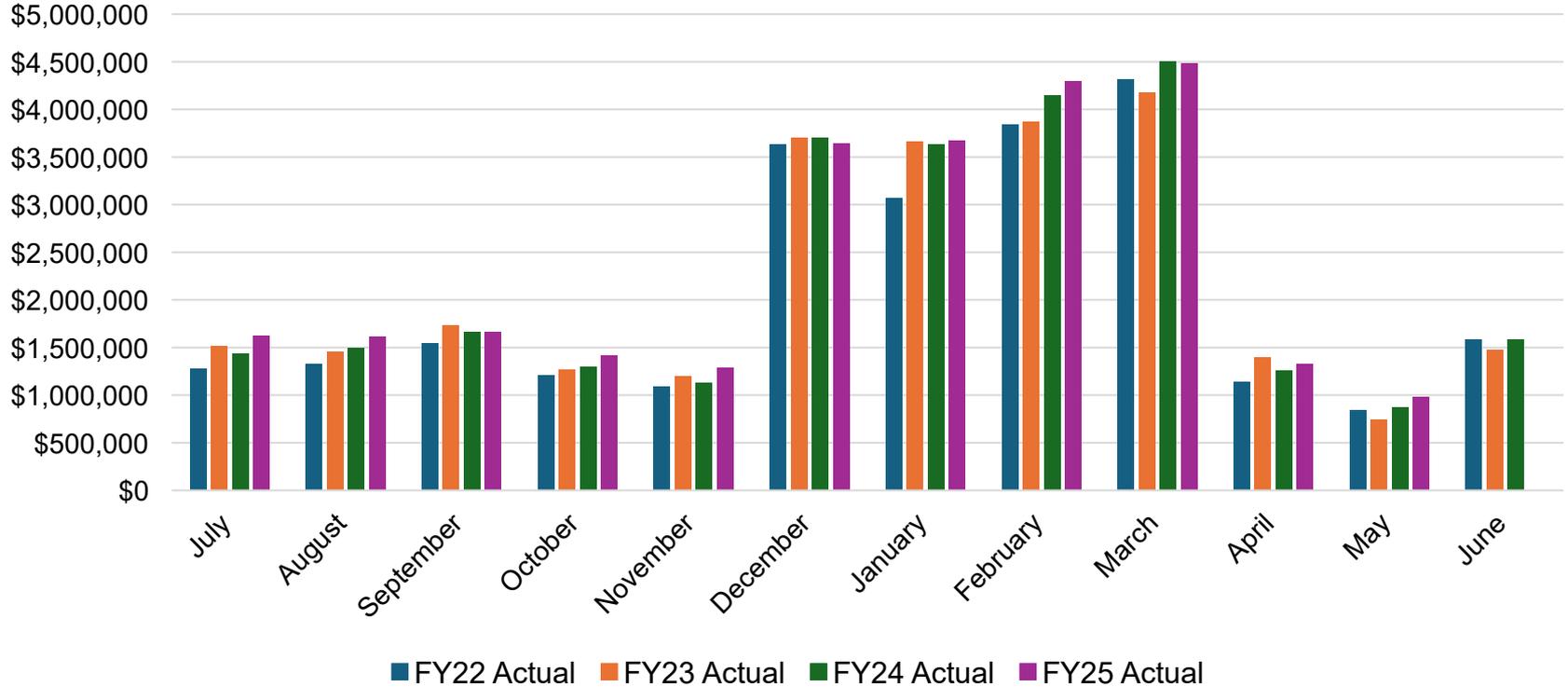
# Resort Sales Tax

Resort Sales Tax - Monthly					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$1,278,165	\$1,511,668	\$1,438,710	\$1,627,074	13.1%
August	\$1,326,453	\$1,455,310	\$1,499,796	\$1,613,116	7.56%
September	\$1,546,430	\$1,733,538	\$1,663,612	\$1,665,899	0.14%
October	\$1,206,744	\$1,271,637	\$1,302,666	\$1,414,900	8.62%
November	\$1,087,514	\$1,195,718	\$1,134,384	\$1,285,347	13.31%
December	\$3,631,877	\$3,700,428	\$3,701,177	\$3,647,377	-1.45%
January	\$3,072,425	\$3,666,913	\$3,632,454	\$3,676,686	1.22%
February	\$3,838,942	\$3,874,189	\$4,151,021	\$4,301,365	3.62%
March	\$4,317,316	\$4,174,254	\$4,503,799	\$4,489,565	-0.32%
April	\$1,142,621	\$1,396,458	\$1,262,909	\$1,324,341	4.86%
May	\$841,528	\$748,429	\$877,369	\$979,116	11.60%
June	\$1,586,271	\$1,472,908	\$1,584,339	\$0	-100.00%
<b>Total</b>	<b>\$24,876,286</b>	<b>\$26,201,450</b>	<b>\$26,752,237</b>	<b>\$26,024,786</b>	<b>-2.72%</b>

Resort Sales Tax - Culmulative					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$1,278,165	\$1,511,668	\$1,438,710	\$1,627,074	13.09%
August	\$2,604,619	\$2,966,978	\$2,938,506	\$3,240,190	10.27%
September	\$4,151,049	\$4,700,516	\$4,602,118	\$4,906,089	6.61%
October	\$5,357,793	\$5,972,153	\$5,904,784	\$6,320,989	7.05%
November	\$6,445,306	\$7,167,871	\$7,039,168	\$7,606,336	8.06%
December	\$10,077,184	\$10,868,299	\$10,740,345	\$11,253,713	4.78%
January	\$13,149,609	\$14,535,212	\$14,372,800	\$14,930,399	3.88%
February	\$16,988,551	\$18,409,401	\$18,523,820	\$19,231,764	3.82%
March	\$21,305,866	\$22,583,655	\$23,027,619	\$23,721,328	3.01%
April	\$22,448,487	\$23,980,113	\$24,290,529	\$25,045,670	3.11%
May	\$23,290,015	\$24,728,543	\$25,167,898	\$26,024,786	3.40%
June	\$24,876,286	\$26,201,450	\$26,752,237	\$0	-100.00%

# Resort Sales Tax

Resort Sales Tax  
Historical Sales Tax Revenues Over Time by Month



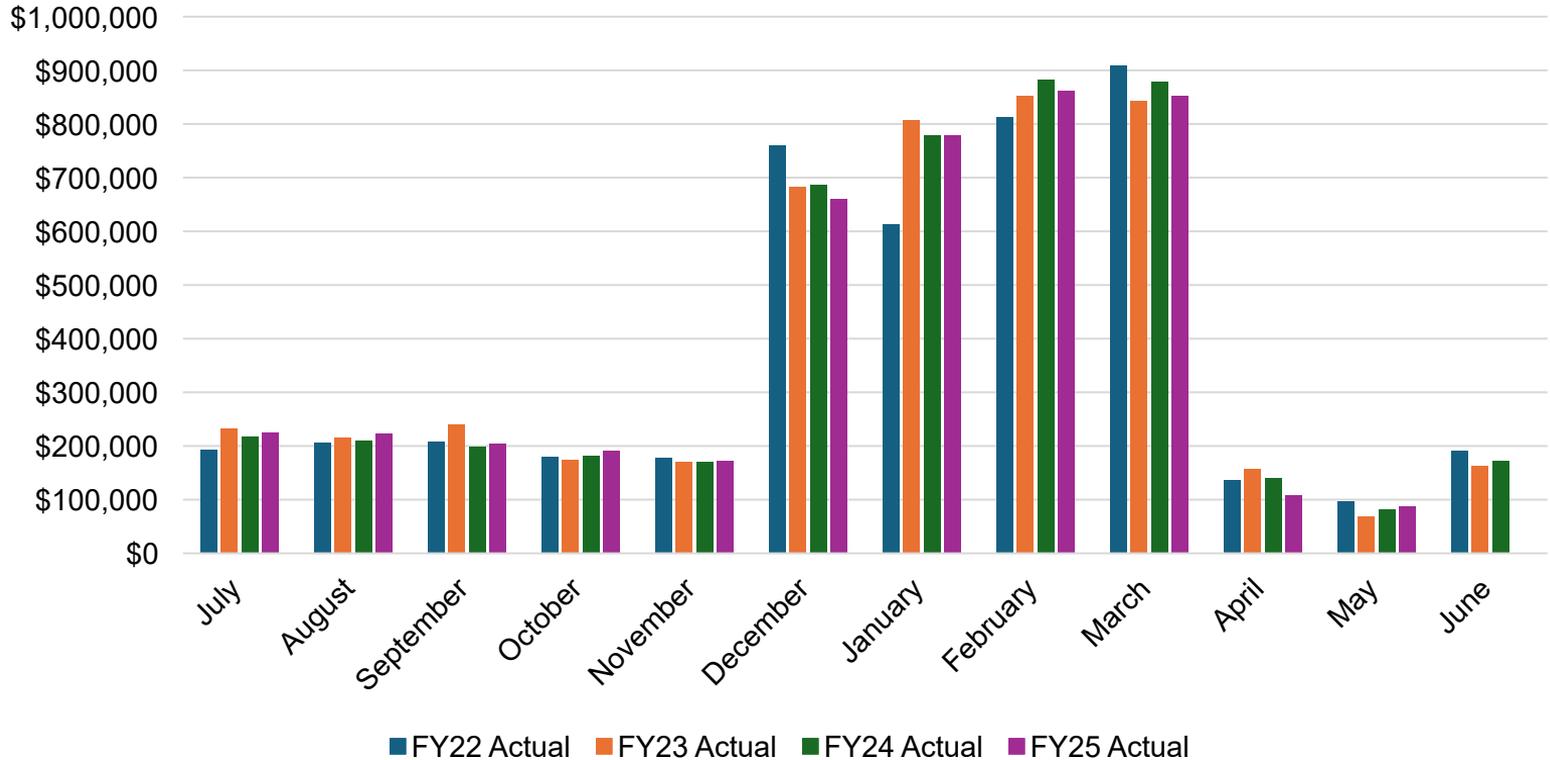
# Transient Room Tax

Transient Room Sales Tax - Monthly					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$192,873	\$232,611	\$216,818	\$225,900	4.19%
August	\$205,990	\$215,889	\$209,397	\$223,423	6.70%
September	\$208,310	\$239,365	\$199,374	\$205,050	2.85%
October	\$180,412	\$174,220	\$180,961	\$191,188	5.65%
November	\$178,568	\$171,062	\$169,907	\$173,110	1.89%
December	\$760,154	\$683,571	\$687,474	\$660,508	-3.92%
January	\$612,523	\$806,674	\$778,616	\$779,985	0.18%
February	\$813,161	\$851,654	\$883,396	\$862,324	-2.39%
March	\$908,326	\$843,928	\$878,123	\$852,683	-2.90%
April	\$135,990	\$157,703	\$140,945	\$109,003	-22.66%
May	\$97,843	\$68,221	\$82,512	\$87,865	6.49%
June	\$190,768	\$163,767	\$171,933	\$0	-100.00%
<b>Total</b>	<b>\$4,484,918</b>	<b>\$4,608,665</b>	<b>\$4,599,457</b>	<b>\$4,371,039</b>	<b>-4.97%</b>

Transient Room Sales Tax - Culmulative					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$192,873	\$232,611	\$216,818	\$225,900	4.19%
August	\$398,863	\$448,500	\$426,215	\$449,323	5.42%
September	\$607,173	\$687,865	\$625,589	\$654,373	4.60%
October	\$787,585	\$862,085	\$806,550	\$845,561	4.84%
November	\$966,153	\$1,033,147	\$976,457	\$1,018,671	4.32%
December	\$1,726,307	\$1,716,718	\$1,663,931	\$1,679,179	0.92%
January	\$2,338,830	\$2,523,392	\$2,442,547	\$2,459,165	0.68%
February	\$3,151,991	\$3,375,045	\$3,325,944	\$3,321,488	-0.13%
March	\$4,060,317	\$4,218,974	\$4,204,067	\$4,174,171	-0.71%
April	\$4,196,307	\$4,376,677	\$4,345,012	\$4,283,174	-1.42%
May	\$4,294,150	\$4,444,898	\$4,427,524	\$4,371,039	-1.28%
June	\$4,484,918	\$4,608,665	\$4,599,457	\$0	-100.00%

# Transient Room Tax

## Transient Room Sales Tax Historical Sales Tax Revenues Over Time by Month



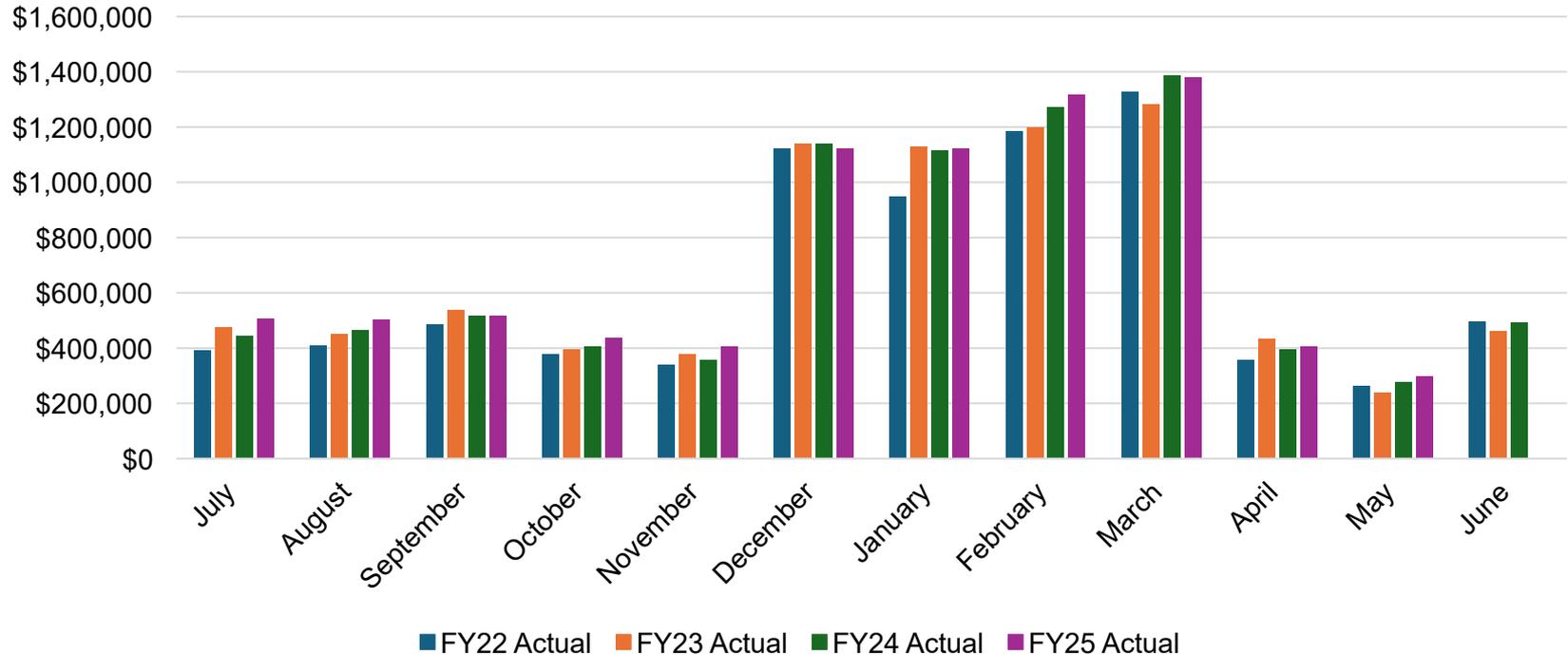
# Transportation Sales Taxes

Transportation Sales Taxes - Monthly					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$390,672	\$473,233	\$445,214	\$505,389	13.52%
August	\$407,156	\$451,676	\$464,119	\$501,737	8.11%
September	\$483,722	\$538,851	\$515,944	\$516,571	0.12%
October	\$379,156	\$396,141	\$405,231	\$437,247	7.90%
November	\$338,960	\$378,840	\$355,287	\$404,979	13.99%
December	\$1,121,425	\$1,141,152	\$1,139,934	\$1,122,591	-1.52%
January	\$949,802	\$1,130,562	\$1,115,075	\$1,121,587	0.58%
February	\$1,184,078	\$1,199,723	\$1,270,970	\$1,315,334	3.49%
March	\$1,326,767	\$1,280,599	\$1,388,112	\$1,378,809	-0.67%
April	\$355,690	\$432,256	\$393,773	\$405,677	3.02%
May	\$264,388	\$236,848	\$275,246	\$295,940	7.52%
June	\$496,475	\$459,990	\$490,935	\$0	-100.00%
<b>Total</b>	<b>\$7,698,290</b>	<b>\$8,119,871</b>	<b>\$8,259,841</b>	<b>\$8,005,861</b>	<b>-3.07%</b>

Transportation Sales Taxes - Culmulative					
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY25 v FY24, % Variance
July	\$390,672	\$473,233	\$445,214	\$505,389	13.52%
August	\$797,829	\$924,909	\$909,333	\$1,007,125	10.75%
September	\$1,281,550	\$1,463,760	\$1,425,277	\$1,523,696	6.91%
October	\$1,660,706	\$1,859,901	\$1,830,509	\$1,960,943	7.13%
November	\$1,999,666	\$2,238,741	\$2,185,796	\$2,365,923	8.24%
December	\$3,121,091	\$3,379,894	\$3,325,730	\$3,488,513	4.89%
January	\$4,070,893	\$4,510,455	\$4,440,804	\$4,610,101	3.81%
February	\$5,254,971	\$5,710,178	\$5,711,774	\$5,925,435	3.74%
March	\$6,581,738	\$6,990,777	\$7,099,887	\$7,304,244	2.88%
April	\$6,937,427	\$7,423,033	\$7,493,660	\$7,709,921	2.89%
May	\$7,201,815	\$7,659,880	\$7,768,906	\$8,005,861	3.05%
June	\$7,698,290	\$8,119,871	\$8,259,841	\$0	-100.00%

# Transportation Sales Taxes

Transportation Sales Taxes  
Historical Sales Tax Revenues Over Time by Month  
(Excludes Additional Mass Transit Tax 2nd Quarter)



# City Council Staff Communications Report

**Subject:** Park Avenue 2026 Striping Project  
**Author:** Anna Maki, Transportation Planner  
 Julia Collins, Transportation Planning Manager  
**Departments:** Transportation Planning, Engineering, and Public Works  
**Date:** August 14, 2025

## Summary

Based on ongoing community feedback and recognition of efficiencies gained by coordinating construction projects, Transportation is updating Park Avenue’s signage and striping plan in 2026 to enhance pedestrian and bicyclist safety.

## Background

[Park City Forward](#), the City’s adopted long-range transportation plan, establishes a clear modal hierarchy that prioritizes bicyclists and pedestrians above other modes of travel (Figure 1). With the City Council’s adoption of the [Bike and Pedestrian Plan](#) in 2024, Transportation is advancing several prioritized projects—including Park Avenue—for implementation through 2026.

## Modal Priority for Decision Making

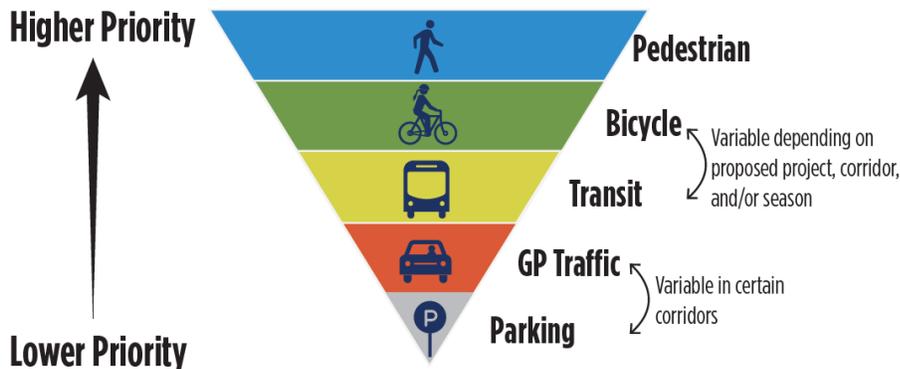


Figure 1: Modal Priority for Decision Making

Based on community input about improving the user experience with the advisory “green paint” bike lane that is occasionally shared with cars and aligned with recommendations from the recently completed Bicycle and Pedestrian Plan, Transportation worked with a bicycle and pedestrian engineer to refine the street’s striping for a safer, better user experience. The updates will not change how the roadway is used. The main change is replacing the advisory bike lane (shared lane with cars) with a dedicated bike lane, providing clearer separation between bicycle and car travel lanes.

The cross-section of planned striping updates is shown below in Figure 2. To summarize the changes:

- Southbound (uphill) travel will include an expanded 5-foot bicycle lane separated from traffic.
- Updated wayfinding signage.
- Three new, high-visibility crosswalks at 7<sup>th</sup>, 8<sup>th</sup>, and 15<sup>th</sup> Streets.
- The 15<sup>th</sup> Street crosswalk will include a pedestrian-activated flashing light to assist with safe crossings.

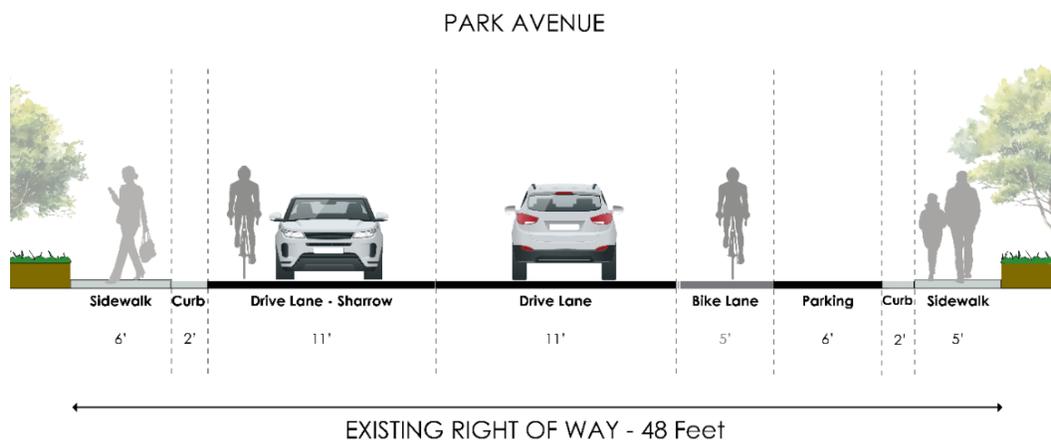


Figure 2: Park Avenue's planned cross-section

## Outreach

The planned 2026 restriping for Park Avenue was unveiled to the public at the May 13<sup>th</sup> Spring Projects Open House, Exhibit A. Community member conversations regarding the changes demonstrated interest in and support for updated striping. Additional engagement will be coordinated with the upcoming Fall and Spring City Projects Open Houses, direct contact with Park Avenue neighborhoods, and updates to the projects' websites.

## Implementation

To ensure fiscal responsibility and minimize construction disruptions to the neighborhood, departments will coordinate the timing of each Park Avenue project, which includes bus stop improvements, repaving, and signage and striping. Bid packages for the bus stops, signage, and striping will be combined, while scheduling the repaving will be facilitated by Public Works. Incorporating Park Avenue's signage and striping in the bus stop project helps streamline work and reduce overall construction timelines, resulting in a smoother experience for the public.

The anticipated 2026 schedule is:

- **April – July:** Bus stop improvements
- **July:** Repaving
- **Immediately following repaving:** Signage and striping

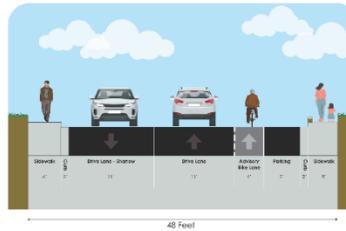
## Exhibit A: Spring Projects Open House Poster



### PARK AVENUE RESTRIPIING – COMING 2026

**What's Happening?** Park Avenue will have striping updates following the 2026 repaving project. This builds on the 2021 pilot that added green advisory bike lanes and midblock crossing and beacon in 2024.

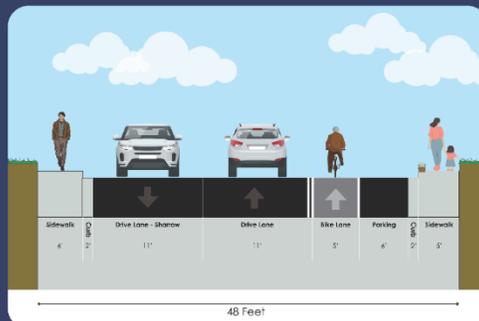
Existing



**Why the Update?** Community feedback and the Bike & Pedestrian Plan showed a need for safer, more comfortable facilities.

With input from design experts and city departments, the restriping now includes:

- ✓ Bike lane on the west side and new midblock crossings at 15th & 7th Streets
- ✓ Improved comfort and visibility for all users.
- ✓ Increased pedestrian safety with painted buffers.



Designs are being finalized for implementation with the 2026 repaving, reducing extra costs and disruption.



# City Council Staff Communications Report



**Subject:** Park City Forward (Long-Range Transportation Plan)  
**Author:** Alex Roy, Julia Collins  
**Department:** Transportation Planning  
**Date:** August 14, 2025

## Summary

In September 2022, Park City Council adopted [Park City Forward](#), Park City’s Long-Range Transportation Plan, a comprehensive update to the community’s transportation goals, priorities, and provide a blueprint to guide future transportation projects. The purpose of this report is to provide an update to the work completed or underway since adoption of Park City Forward.

## Projects Update

**The Park City Forward plan identifies 84 distinct transportation projects, policies, and programs, organized by neighborhood, travel mode, and implementation phase.** Long-range transportation plans like this one outline a vision for improvements while allowing for project refinement during or after implementation. This flexibility enables staff to advance multiple transportation focus areas—transit, bike and pedestrian infrastructure, roadway, shared mobility, parking, transportation technology—simultaneously.

To support organizational clarity, PC Forward groups projects into three groups: Priority Projects, Big Concept Projects, and Vision Projects. Over the past three years, significant progress has been made on the Priority Projects, as well as many of the Big Concept and Vision Projects. Recognizing the distinct needs of travel **to** Park City versus travel **within** Park City, the plan further organizes Priority Projects accordingly.

Below is a brief update to the Priority Projects’ progress.

Getting to Park City Projects	Status Update
SR-248 Corridor Mobility Improvement Project	Park City staff worked with UDOT to implement shoulder transit lanes, as well as safety/pedestrian improvements along SR-248
SR-224 High-Capacity Transit	High Valley Transit leads the SR-224 BRT project with project partners UDOT, Summit County, and Park City
SR-248 Transit Corridor Study	Re-Create 248 is well underway.
Park-and-Ride Facilities	Park City and Summit County completed the Regional Park and Ride Study, and staff continues having policy discussions with the Council to identify locations and strategy.
Park City Mountain Resort (PCMR) Multimodal Hub	A transit center hub is anticipated with redevelopment applications.
Deer Valley Resort Multimodal Hub	Transit center hub was included with the redevelopment application and heavily coordinated with Transit, Public Works, Engineering, Emergency Services, and Transportation.
Peak Day Mitigations	Winter peak traffic operations are estimated at 66-68 days per year during the 2024-2026 season. Mitigation is focused on neighborhood protection,

	transit priority, and reducing traffic congestion. Including operational adjustments on weekends, holidays, and special events.
Support Regional Projects	Beyond the above projects, Park City has been a contributor to several regional projects such as the US40/SR-248 interchange improvements, the Kimball Junction Interchange study, and the development of the Wasatch Back Rural Planning Organization (RPO).

<b>Getting around Park City Projects</b>	<b>Status Update</b>
Bus Stop Improvements	An aggressive process to improve customer service and safety, this includes 18 bus stops improved in 2024, 35 planned for improvement in 2026, and 31 for 2027.
Bike and Pedestrian Connections	<ul style="list-style-type: none"> <li>• The Park City Bike/Ped Plan was completed in September 2024.</li> <li>• Phase 1 of Thaynes Pathway is under construction and will be completed in Fall 2025.</li> <li>• The Phoston Spur Expansion Study (UDOT/PCMC) will have route and design recommendations by Spring 2026.</li> <li>• New bikeway striping and signage on Royal Street and Empire Avenue were installed in 2025.</li> <li>• Bike/Ped connections are progressing on Monitor Dr. and Little Kate through the bus stop improvement project.</li> </ul>
Park Avenue Complete Streets	An improved striping plan will better define user space, and coordinate construction with bus stops and pavement improvements in 2026.
Old Town Circulation Plan	Advancing as the next phase of the Main Street Area Plan by procuring outside expertise and analysis is underway being led by the Community Development Department in partnership with Transportation Planning and Engineering.
Intersection Improvements	Current projects in Re-Crete 248 and SR-224 BRT are evaluating key intersections for local impacts. The completed Road Safety Audit led by UDOT/PCMC includes additional intersection improvements along SR-224.
Flexible Transit Zones	<ul style="list-style-type: none"> <li>• In 2025, the Transit to Trails shuttle was merged with the 9 Purple route, improving access to the Bonanza Flats area.</li> <li>• In 2024, Park City Transit launched the 20 Tan, as a flexible, community-focused pilot serving the Park Meadows and Royal Street neighborhoods. Riders board at designated stops or wave the bus down in certain zones. Route modifications through Aerie Drive are scheduled to be piloted in the winter of 2025–2026.</li> <li>• A micro-transit pilot program was implemented in 2022 and concluded in 2024.</li> </ul>

## **Outreach**

Between 2019-2022, PC Forward included multiple forums for public and stakeholder engagement, including interviews with key regional partners, a Technical Advisory Committee (TAC) comprised of community stakeholders, a three-day phone app survey travel diary with over 300 participants, four online surveys, four informational open houses, and six mobile workshops at key locations (Anaya's market, Library, Dan's Market, PC MARC) throughout Park City. In total, we received over 1,700 comments from over 900 participants. To date, this was the largest transportation planning public engagement effort the City has undertaken and represents hundreds of hours of work to ensure the perspectives of diverse stakeholders and user groups were included.

## **Conclusion**

As demonstrated above, Park City Forward is not simply sitting on a shelf collecting dust, it is an active blueprint guiding tangible progress toward long-term transportation goals. Multiple departments including Transportation Planning, Transit, Engineering, Trails, Planning, and Community Development are all playing an active role in advancing critical transportation projects. Park City staff remain committed to improving the transportation experience for all users while preserving the community character that defines Park City.

## **Exhibits**

Exhibit A: PC Forward Vision Summary

Exhibit B: PC Forward Executive Report

# PARK CITY FORWARD



a comprehensive  
transportation blueprint

## VISION SUMMARY



# PARK CITY FORWARD



a comprehensive  
transportation blueprint

# VISION SUMMARY

**Park City Forward** is our community's long-range transportation plan. It articulates a forward-thinking vision and package of investments that will guide decisions on how to spend transportation funds that best serve our values. As the city's long-range transportation plan, Park City Forward plans for the next 30-year planning horizon. Park City Forward aims to implement the transportation vision of the community. It provides projects and policies that shape the transportation network, but is not rigid in approach to remain flexible in an evolving and quickly-developing environment.

Park City Forward builds on many prior projects including: Park City Vision 2020, the General Plan, and the Transportation and Trails Master Plan. It includes coordinated Nodal and Modal Plans to show how the Project List will be programmed by location and transportation type in a phased and fiscally justifiable manner.

Since 2018, we have talked with and heard from hundreds of people – their ideas, concerns, challenges, priorities, and goals. While the needs and opinions of community members vary, a shared set of values anchors this work.

**Park City Forward is your plan.**



# OUR TRANSPORTATION VALUES

## OUR VISION

*Park City's transportation system embraces innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal mountain community and culture.*

## OUR GOALS



**ACCESS** - Improve local and regional multimodal transportation connections between activity nodes for residents, commuters, and visitors. Ensure the transportation network supports Park City's future growth and land use changes.



**INCLUDE** - Ensure equitable access to opportunity, catalyzed by local and regional mobility choices that are affordable and support healthy living.



**SUSTAIN** - Support a resilient, net-zero carbon community, anchored by long-term transportation investments that reduce greenhouse gas emissions, decrease single occupancy vehicle trips, and mitigate environmental consequences of growth.



**TRANSFORM** - Embrace innovative action to prioritize a community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe, and incorporates cutting-edge technologies.

## OUR GUIDING PRINCIPLES

To make these goals a reality and further transportation innovation in our community, Park City operates within these five guiding principles:

- **Develop a Park Once community**
- **Collaborate with regional partners on long-range transportation solutions**
- **Identify, manage, and mitigate traffic during peak conditions**
- **Expand our world class biking and walking infrastructure**
- **Proactively review and analyze disruptive transportation and transit ideas and innovation**
- **Continue to develop and improve the internal Park City Transit system**

# OUR COMMUNITY

## PEOPLE

We recognize that there are multiple reasons why people travel within and to Park City. As such, Park City Forward is designed for multiple travelers displayed below. We recognize that these user types have different needs and a desire to go to various locations. Park City will continue to thrive because of its people. Park City Forward examined our community’s diverse transportation needs through a lens of our typical users to define tailored, yet complementary, transportation solutions.



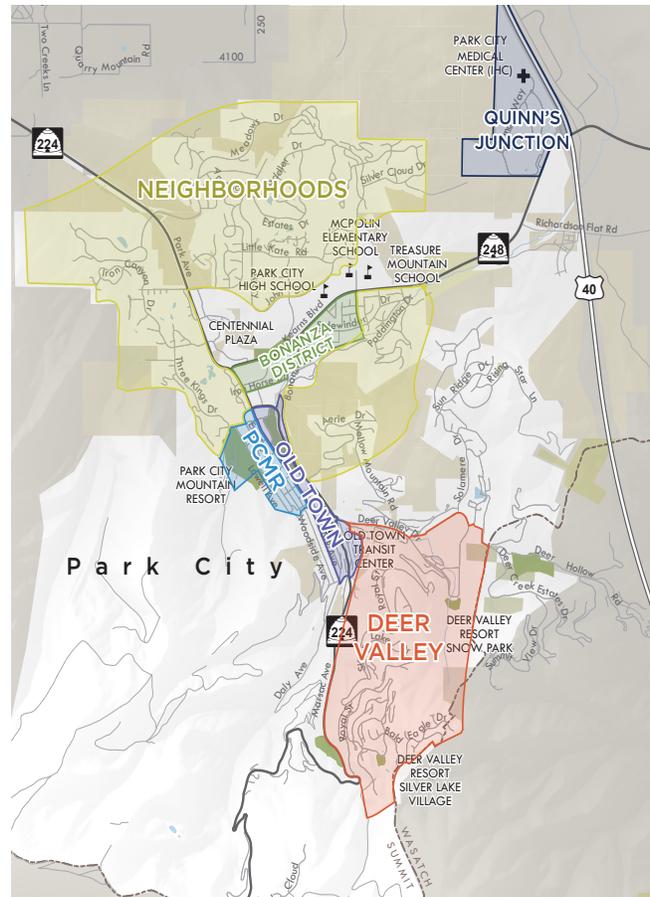
## PLACES

Park City Forward identifies six key nodes, or locations, where transportation challenges and their solutions are representative for the broader city. Woven together, Park City Forward’s nodal focus will anchor the city’s transformation of its transportation system.

Park City Forward identifies projects and mode split targets for each node that reduce drive-alone trips and support a park once community. Targets are calibrated by node to make sure they reflect project priorities and reasonable outcomes.

The targets will be assessed and updated over time as Park City Forward is implemented in the coming decades.

For more information regarding each of these key nodes please reference the full Park City Forward blueprint document.



# OUTREACH

The Park City community has shaped Park City Forward at all stages of the planning process, from early listening sessions to refinement of proposed transportation strategies. Beginning in 2018, Park City Forward is built on years of community voices and knowledge. At the outset of Park City Forward, the project team articulated four core principles to guide how we engaged the public throughout the planning process:

- Listen to understand people’s transportation and mobility challenges, needs, and desires
- Involve a broad range of stakeholders with diverse perspectives and experiences
- Educate people about potential solutions and what tradeoffs may be necessary to achieve meaningful results
- Collaborate to develop locally generated solutions with technically sound expertise

A technical advisory committee (TAC) was an invaluable resource and met with the project team more than a dozen times over the course of the project. The TAC included representatives from resorts (Deer Valley and Park City Mountain), Park City Chamber of Commerce, Historic Park City Association, Summit County, Park City Lodging, Park City School District, Utah Department of Transportation (UDOT), Ski Utah, High Valley Transit, and other local businesses, employers, and residents.

People living, working, and visiting here shared their ideas about what the community can and should be through multiple transportation surveys and community workshops. Park City Forward was showcased at four open houses: September 2018, March 2019, September 2019, and September 2021. Recognizing that meeting people where they are is one of the best ways to reach a broad audience, the project team hosted mobile workshops at six different locations, including one location specifically targeting the Spanish-speaking community. These events were supported by online engagement throughout.

Open Houses



Mobile Workshops



Public support for several key themes and top project ideas emerged consistently throughout Park City Forward’s public engagement activities and phases:

- Develop **high-capacity transit service** and/or **transit priority lanes** along gateway corridors
- Expand the network of **high-frequency transit service**
- Improvements to Main Street and Old Town to support business operations while balancing the need for **safe, comfortable walking and bicycling access**
- Develop commute **incentive programs** and update parking pricing and options to improve employee and visitor access at resort areas
- Improve sidewalks and crossings and develop **multimodal improvements** in Bonanza District and along Park Avenue, Kearns Boulevard, and Deer Valley Drive
- Complete the **sidewalk network** to make walking the default choice for short trips
- Develop new **park-and-ride facilities** and serve them with fast, **frequent transit connections**

Stakeholder and public feedback were a critical part of project evaluation criteria. For more information regarding outreach refer to Chapter 2 of the Park City Forward Report or the Park City Forward Community Engagement Report.

1,000+ views of project website

Over 900 survey participants

## PARK CITY FORWARD



a comprehensive transportation blueprint



**OVER 1,700 COMMENTS AND IDEAS RECEIVED**

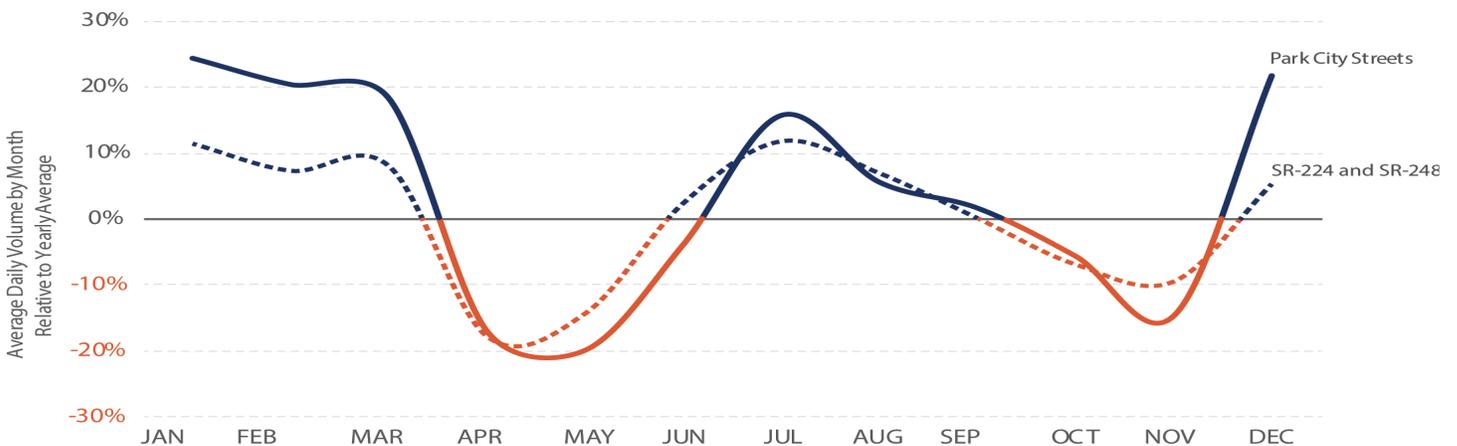
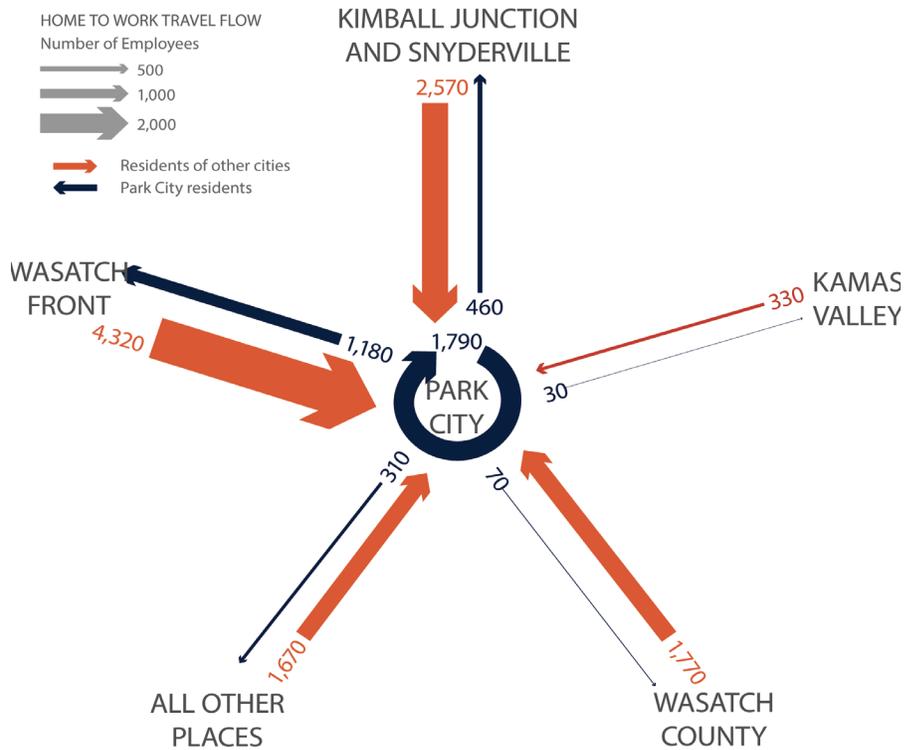
# A REGIONAL GATEWAY

Park City is part of a regional transportation network that extends beyond the city boundaries. This means that our future - and the transportation system- will evolve in tandem with surrounding communities.

In addition to regional residents and employees, Park City's recreational opportunities and major events bring thousands of people to town, swelling the city to more than five times the local population at certain times of the year. These peak times combine with a workforce that largely travels into the Park City community. To build for peak demand would require a system that is not fitting with Park City's historical and community makeup.

Park City Forward seeks to build a transportation system that can scale with peak periods but not negatively change the design and feel of the town.

To hold onto our values, we need to get ahead of the demographic trends and find mobility opportunities that will leverage our healthy and dynamic regional economy. We can plan for growth and lessen today's transportation challenges while addressing social equity, environmental sustainability, access to work, and affordable housing.



# PRIORITY PROJECT PLAN

Park City Forward elevates the projects that will best help us reach our goals and fulfill our vision. The map on the next page shows some of the highest priority projects to keep Park City moving forward.

## GETTING TO PARK CITY



Park City is working to decrease the amount of traffic coming into town by providing robust mobility options, including new regional services, parking areas outside of town via intercept lots, and enhanced transit service.

### Priority Projects

- **SR-248 Corridor Mobility Improvement Project**
- **Support Regional Projects (PC-SLC Connect)**
- **SR-224 High-Capacity Transit**
- **SR-248 Transit Corridor Study**
- **Park-and-Ride Facilities**
- **Park City Mountain Resort (PCMR) Multimodal Hub**
- **Deer Valley Resort Multimodal Hub**
- **Peak Day Mitigations**
  - » Wayfinding, Real-time Information, and Data
  - » Marketing & Communications
  - » Real-time Travel Information

## GETTING AROUND PARK CITY

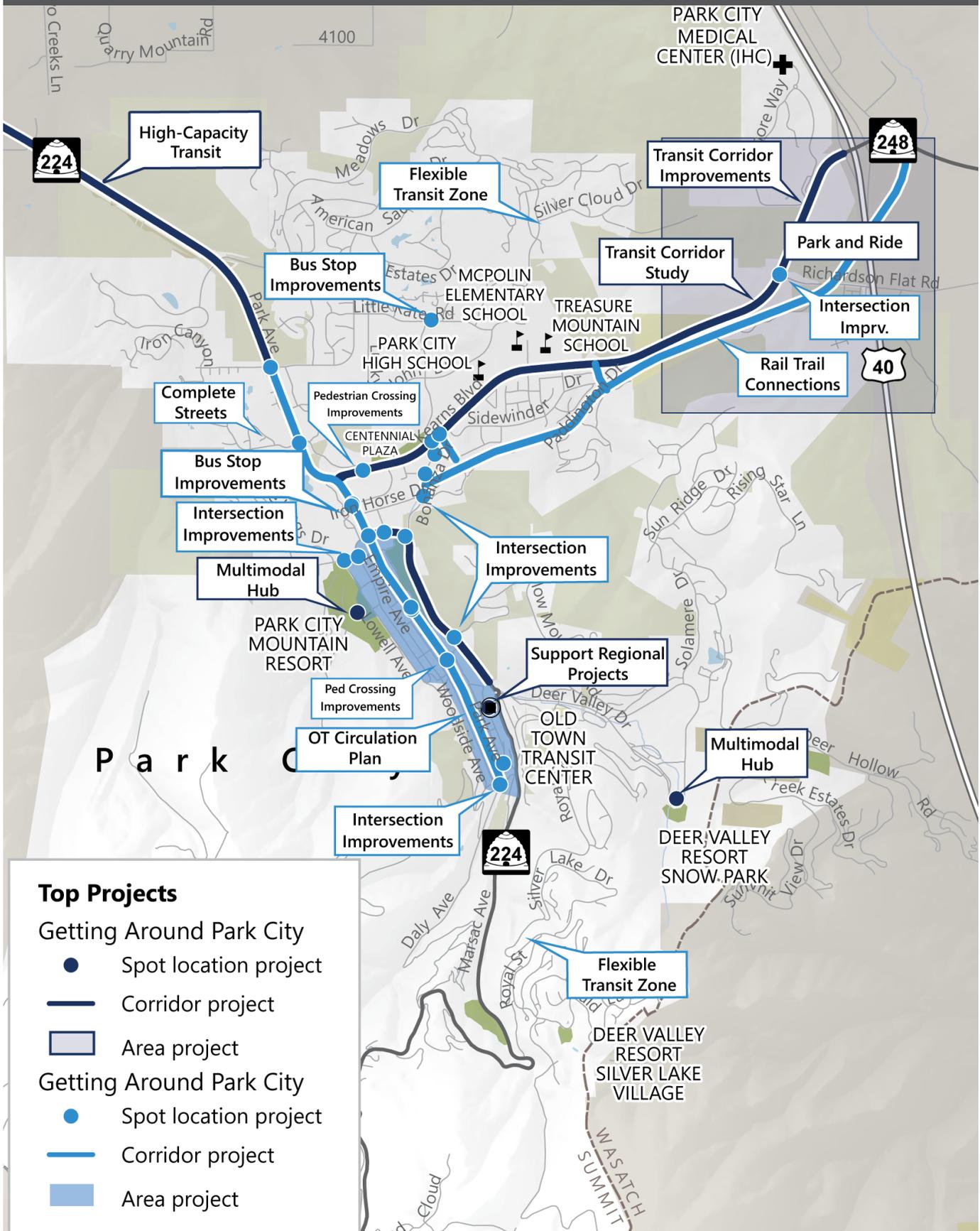


When people are in Park City, we focus our investments in projects and modes that support parking once, using non-driving modes as able, and improving connections for the local community.

### Priority Projects

- **Pedestrian Crossing Improvements**
- **Rail Trail Connections**
- **Park Avenue Complete Streets**
- **Old Town Circulation Plan**
- **Intersection Improvements**
- **Flexible Transit Zones**
- **Bus Stop Improvements**

### Park City Forward - Highest Priority Projects



10 For a complete list of investments, please see Chapters 4-6 of the full Park City Forward plan.

# FINANCIAL OVERVIEW

## THE PARK CITY FORWARD FINANCIAL PROGRAM

Park City Forward defines substantial transportation investments over the next 30 years. While Park City Forward is not a fiscally constrained plan, the financial program makes reasonable assumptions, allowing for realistic implementation over the next 30 years. Implementing the projects, programs, and policies will require funding from a combination of existing and potential federal, state, regional, local, and other sources. This is a high-level planning exercise, all project costs are planning-level estimates designed to approximate costs and revenues via best practice assumptions. As such the Park City Forward financial program is best utilized as a prioritization and education tool, identifying relative tiers of investment and the full funding need for transportation in Park City.

## HOW WERE THE COST ESTIMATES DEVELOPED?

Park City Forward used a mix of sources to inform cost estimation, including local project costs and municipal expenses, city transportation and capital improvement plan (CIP) line items, a national database of built transportation project costs, and professional judgement. Capital costs include physical improvements such as transit lanes and park-and-ride facilities, while program and ongoing costs are items that generally do not have physical infrastructure improvements associated with them, including new staff positions and operating transit service.

## PARK CITY FORWARD FINANCIAL COSTS AND PROJECTED REVENUE

Fully funding Park City Forward will require a wide variety of funding sources. Current funding sources for Park City already include a combination of Federal Grants, State Grants, County Contributions, the Local Transportation Fund, and the Local City Fund, which is not transportation-specific and is competitive for citywide project funding. The total cost for the Park City Forward Project List is estimated at \$722.33 million through 2050. The total cost for the Phase 1 Priority Projects is estimated at \$87.23 million. Based on current estimates, Park City has an estimated \$58 million available to fund projects, though this total may be subject to uncertainty. An additional \$29.2 million in "supplemental" funding may be available, but would need potential City or other revenue sources to address the funding gap. The total of these two values was used to set the Phase I project list.

Using an estimation based on projecting recent historical budget data across years 6-30, it is assumed that a total of \$336.47 million may be available to fund projects in the future Big Concepts and Vision phases. Of the projected revenue, only the City Transportation Fund is under the immediate discretion of council and available for transportation projects. There is a high degree of uncertainty with many of the funding sources. A funding gap of \$385.86 million is estimated for the full life of Park City Forward.

## CLOSING THE FUNDING GAP

To fully implement the transportation projects and programs identified in Park City Forward, Park City in coordination with the state, Summit County, and other partners, will need to identify and secure additional funding sources. Some of these sources, such as grants, are available but highly competitive. Others would require local or state action to initiate, or expand their use, such as additional fees, taxes, or bonds.



# OUR PLAN

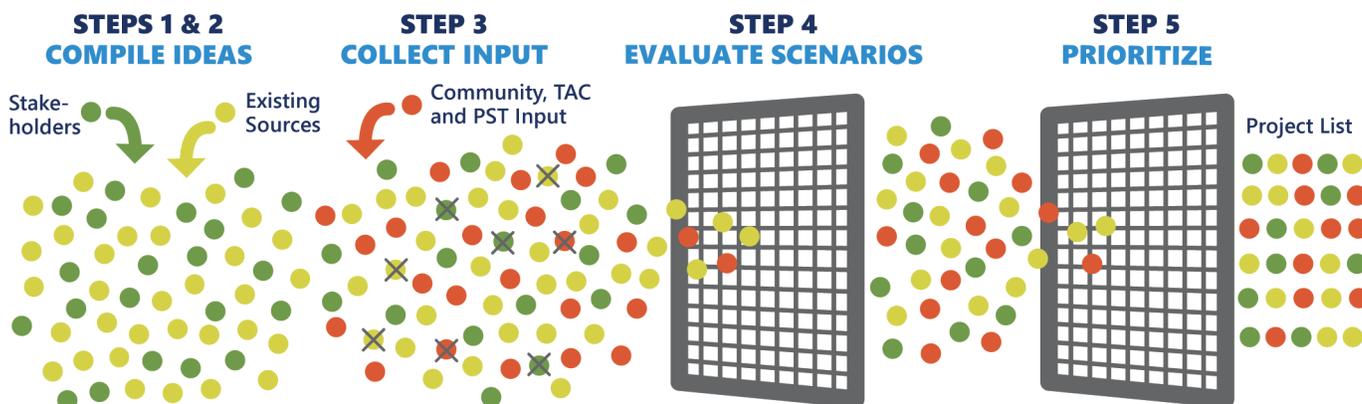
Park City Forward identifies an extensive project list for multimodal infrastructure projects, policies, and programs that will help keep Park City moving and address challenges across each travel mode. The project list represents the community's ideas to make an innovative, multimodal future a reality. The Park City Forward project list consists of 84 transportation initiatives in the following areas:

-  Active Transportation – 26 Projects
-  Parking and TDM – 14 Projects
-  Roadway and Goods Movement – 13 Projects
-  Shared Mobility – 4 Projects
-  Transit – 19 Projects
-  Technology and Innovation – 8 Projects

The list ranges from the visionary and years into the future to the expansion of smaller scale projects that are currently ongoing. The project list is organized into phases, recognizing that financial resources are finite, and we must adopt a phased approach that prioritizes investments relative to our means.

- Phase 1 Priority Projects: a fiscally-constrained package of investments that will catalyze near-term action and mobility benefits.
- Big Concept Projects: Transformative projects that Park City is actively developing, or plans to seriously pursue in the near-term.
- Vision Projects: a long-term package of investments that will guide decision-makers and staff as community needs, transportation tools, and financial resources evolve.

## HOW WAS THE PROJECT LIST DEVELOPED?



## EVALUATE AND PRIORITIZE

Throughout Park City Forward, the project team worked with city staff and the TAC to closely review and refresh the project list. The PC Forward Team added new projects, removed projects that were implemented or were no longer viable, and added new detail throughout based on Park City's capital projects list and new ideas from staff and TAC members. City Council, Planning Commission, the TAC, and the Park City community told us which projects were most important within key geographic areas of the city, and which were most important within each travel mode. To develop the project phasing, all the projects were evaluated against Park City Forward's goals, travel benefits, community and stakeholder feedback, and PC Forward Team discussions.

## IMPLEMENTATION AND NEXT STEPS

Constructing, enacting, and adopting transportation and transit projects, programs, and policies is how we make Park City a better place to live, work, and visit. Park City Forward is not the end of our work, but the beginning. It is now up to us as a community to put the plan into action. Critical next steps towards implementation include establishing the next generation of biking and walking projects, working with local and regional partners on regional transportation improvements, developing capital improvement projects, and understanding the future of emerging transportation and transit technologies. Using the project's vision, goals, and action items, Park City Forward provides a framework for the future of transportation in Park City.





# PARK CITY FORWARD



a comprehensive transportation blueprint

Park City Forward is our community's long-range transportation plan. It articulates a forward-thinking vision and package of investments that will guide decisions on how to spend transportation funds that best serve our values. Park City Forward plans for the next 30-year planning horizon. The project list is organized into phases; 1) priority projects that are planned for the near-term, 2) big concept projects that are planned for the near-term, and 3) vision projects that are planned long-term.

## OUR VISION

Park City's transportation system embraces innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal mountain community and culture.

## OUR GOALS



ACCESS



INCLUDE



SUSTAIN



TRANSFORM

## OUR GUIDING PRINCIPLES

- Develop a Park Once community
- Collaborate with regional partners on long-range transportation solutions
- Identify, manage, and mitigate traffic during peak conditions
- Expand our world class biking and walking infrastructure
- Proactively review and analyze disruptive transportation and transit ideas and innovation
- Continue to develop and improve the internal Park City Transit system

## OUR PROCESS

### FIRST PHASE: DISCOVERY

*(Spring 2018 - Winter 2019)*

- Held meetings with stakeholders
- Reviewed previous and ongoing plans
- Collected data
- Established vision and goals

### SECOND PHASE: DESIGN

*(Winter 2019 - 2020)*

- Collected ideas from the community
- Held workshops and hosted surveys
- Developed an initial list of projects, policies, and programs

### THIRD PHASE: DOCUMENT

*(Spring 2021 - Spring 2022)*

- Refined policies and programs based on feedback
- Updated vision and goals
- Developed further outreach and evaluation



Project Kickoff



Briefing Book



Values, Goals, & Performance Metrics



Scenario Evaluation



Modal Concepts



Project Pause Due to Covid-19



Project Restart



Project Evaluation and Prioritization

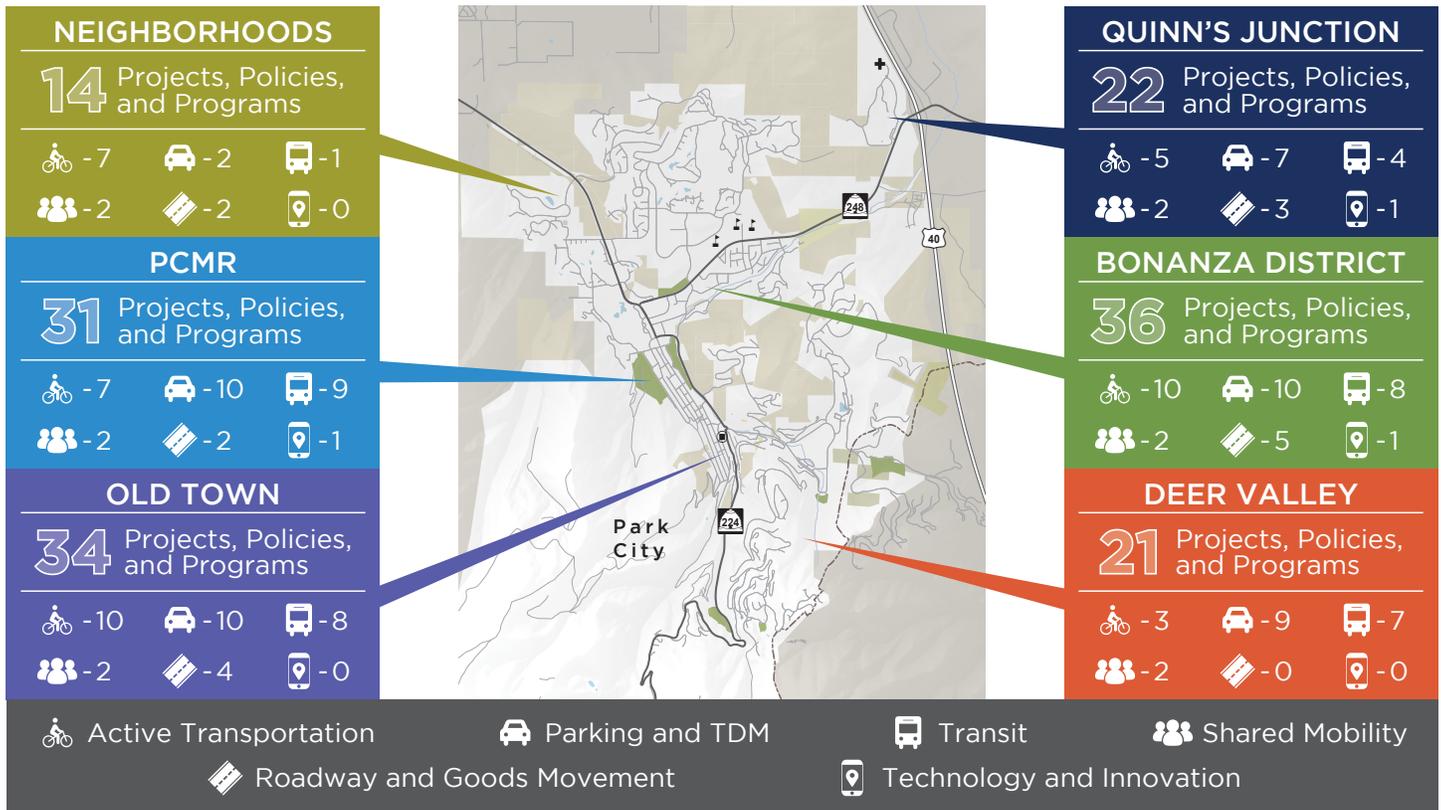


Final Plan

Community Engagement Period

# OUR PLACES: MODAL PLAN

Park City Forward identifies an extensive project list for multimodal infrastructure projects, policies, and programs that will help keep Park City moving and address challenges across each travel mode. The project list consists of **84 transportation initiatives** spread across six key locations, some projects overlap nodes.



## TRANSPORTATION INVESTMENTS PROJECTIONS

PARK CITY FORWARD COSTS, YEARS 1-30



## IMPLEMENTATION AND NEXT STEPS





## City Council Staff Communications Report

**Subject:** Geothermal Feasibility Study  
**Author:** Celia Peterson and Luke Cartin  
**Department:** Sustainability  
**Date:** August 14, 2025

### Executive Summary

On October 10, 2024, the Council directed the Sustainability Department to evaluate the feasibility of implementing Geothermal Ambient Temperature Loops (ATL) for heating and cooling in Park City. This report summarizes the findings of the Phase 1 Geothermal Evaluation Report, conducted by The GreyEdge Group, to assess local thermal resources, potential project sites, and provide recommendations for moving forward.

### Discussion

ATL systems are an innovative approach to electrification and energy efficiency at the district scale. Unlike traditional geothermal systems, which rely solely on ground temperature and are installed at the building scale, ATLs incorporate a variety of heat sources, such as wastewater, heat extracted from mine water, and solar thermal, into a central underground loop that maintains a moderate temperature and provides long-term heating and cooling to a district of buildings and facilities with extremely high efficiency and no combustion of natural gas or other fossil fuels. This approach using a diversity of heat sources and sinks improves overall cost-effectiveness, creates local jobs, and it is particularly suited to Park City's geology and climate.

The predevelopment feasibility study evaluated three key areas. Maps of the areas evaluated can be found in Exhibit A

1. Main Street- the downtown area from City Park to upper Main Street, including the library.
2. Bonanza District- the area from Kearns and 224 to Bonanza Dr.
3. Quinns Area

#### Key findings:

- **Thermal Resources:** Wastewater (55-65°F) and mine water (45-50°F) are abundant and viable heat sources.
- **Geological Viability:** Drilling conditions are challenging but manageable with proper expertise.
- **Water Quality Zones:** Source protection regulations expressly limit drilling in some areas of town to protect the potential for water source contamination - Main Street is mostly prohibited, Bonanza District is partially restricted, and Quinns is unrestricted.

#### Site Comparisons:

- Main Street Park City
  - Pros: High density, diverse building stock, redevelopment potential, access to mine water and wastewater heat.
  - Cons: Located in a prohibited drilling zone, aging infrastructure, limited open space, logistical complexity with historic buildings.

- Bonanza District
  - Pros: Mix of large existing buildings and future developments, proximity to thermal assets, sufficient open space for loops such as parking lots and green space, more favorable geology.
  - Cons: Portions within restricted drilling zones, some existing buildings may require retrofits.
- Quinns Area
  - Pros: Unrestricted drilling, large open land, potential for heat recovery (ice arena, solar thermal), simple infrastructure installation.
  - Cons: Few existing buildings, limited immediate demand, isolated location.

*Next Steps:*

Based on evaluating thermal asset availability, potential heating and cooling loads to be connected to the ATL, and constructability, staff prepared a Request for Proposals (RFP) prioritizing the Bonanza and Main Street areas for further site testing and system design. Drinking water source protection will be prioritized in system design. With all the work that proceeds to develop ATLs in Park City, protecting our drinking water sources and infrastructure will be of utmost importance. Only closed-loop systems with treated culinary water will be allowed under our existing guidelines and regulatory framework.

In addition, any water discharged to the local waterways must first be treated at the 3Kings WTP to meet EPA-regulated stream water standards, which in many cases are more stringent than drinking water standards and must be obeyed. In addition, any modification of Park City's water infrastructure or use of mine tunnel water must not introduce the risk of water service interruption or contamination of the City's water supply. Park City's certified water professionals must be involved in all relevant aspects of project development. Authorization from the Utah Division of Drinking Water must be obtained during the next phase.

The Bonanza district offers the most robust combination of diverse existing and planned building needs, excellent access to significant wastewater and mine water thermal resources, , and a more manageable construction environment than Main Street. An ATL anchored here could serve as a strong foundation for future expansion.

To advance this analysis, we prepared an RFP outlining the following steps:

- **Geotechnical/Thermal Testing:** Drill one to two boreholes and conduct thermal conductivity tests.
- **Thermal Asset Refinement:** Collect real-time data on wastewater and mine water temperature and flow.
- **Stakeholder Engagement:** Gauge interest from building owners in the area.
- **Heating and Cooling Load Profiling:** Develop thermal demand profiles for potential participants.
- **Retrofit Assessments:** Create conceptual plans and cost estimates for integrating existing HVAC systems.
- **Regulatory Review:** Analyze local/state regulations and identify risk mitigation measures.
- **Preliminary Costing:** Estimate infrastructure installation and operation costs.
- **Funding Research:** Identify incentives, grants, and potential partnerships.
- **Governance/Economics:** Propose ownership, financing, and operational models.

A final report and presentation will summarize findings and recommend implementation strategies, including retro-commissioning and snowmelt system integration.

Funding for Phase 2 has been secured in Sustainability's 2026 municipal budget.

Exhibit A: Phase 1 Geothermal Evaluation Report

Exhibit B: RFP for Phase 2

# Phase 1 Geothermal Evaluation Report

for

# Park City

3/27/25



**Prepared for:**

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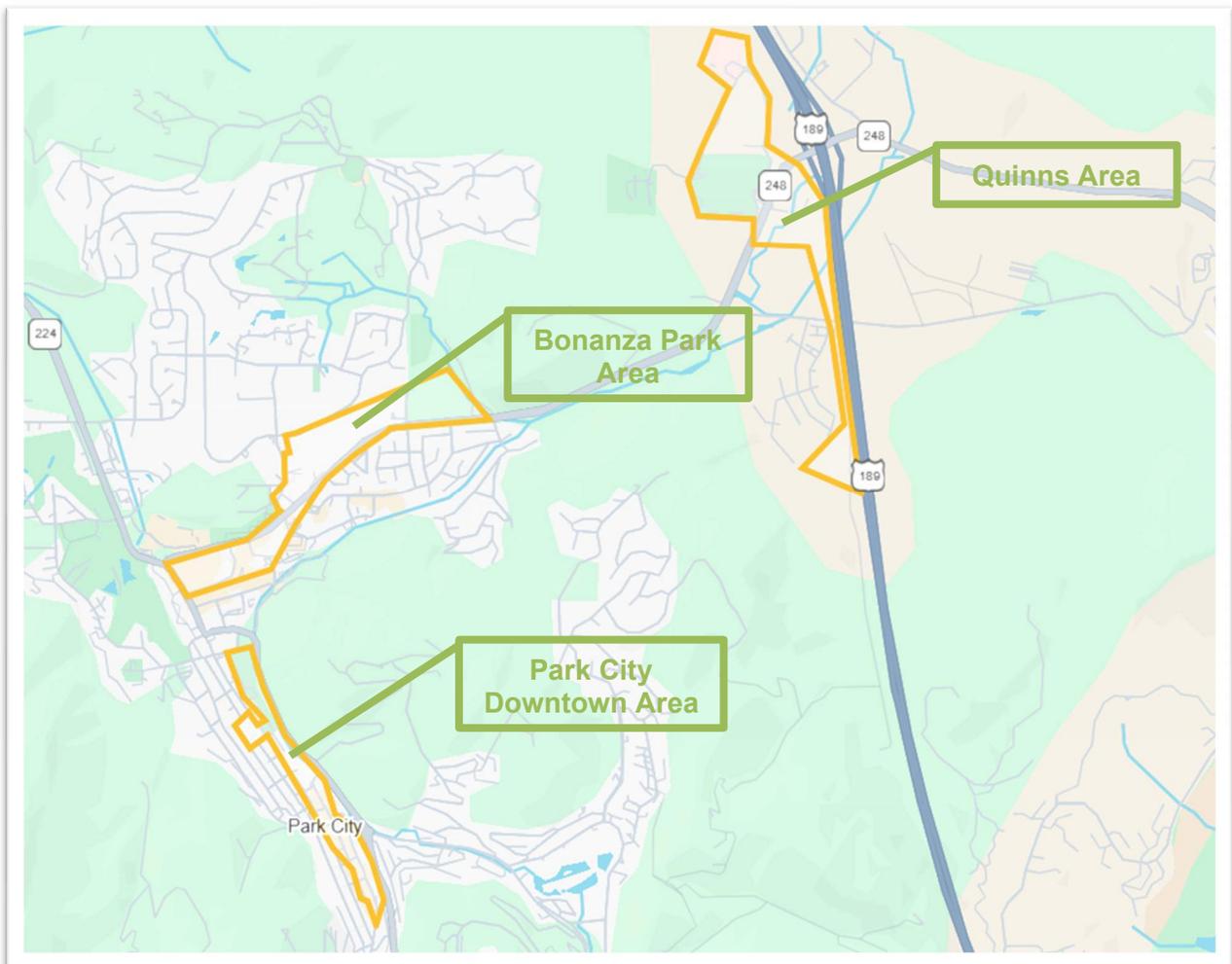
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## 1. Executive Summary

The GreyEdge Group (TGEG) has been engaged to review the possibilities of using a geothermal Ambient Temperature Loop (ATL) system for three sites in the vicinity of Park City, Utah. The three sites are shown below and would include specific existing buildings and infrastructure as an “anchor” to the system, allowing each to expand over time. Each site has unique opportunities as well as challenges for a district system. The goal of this study is to evaluate the potential for developing an ATL at each site and will describe potential building connections and available thermal assets. These characteristics will be used to prioritize sites for implementation.

Figure 1: Park City ATL Districts

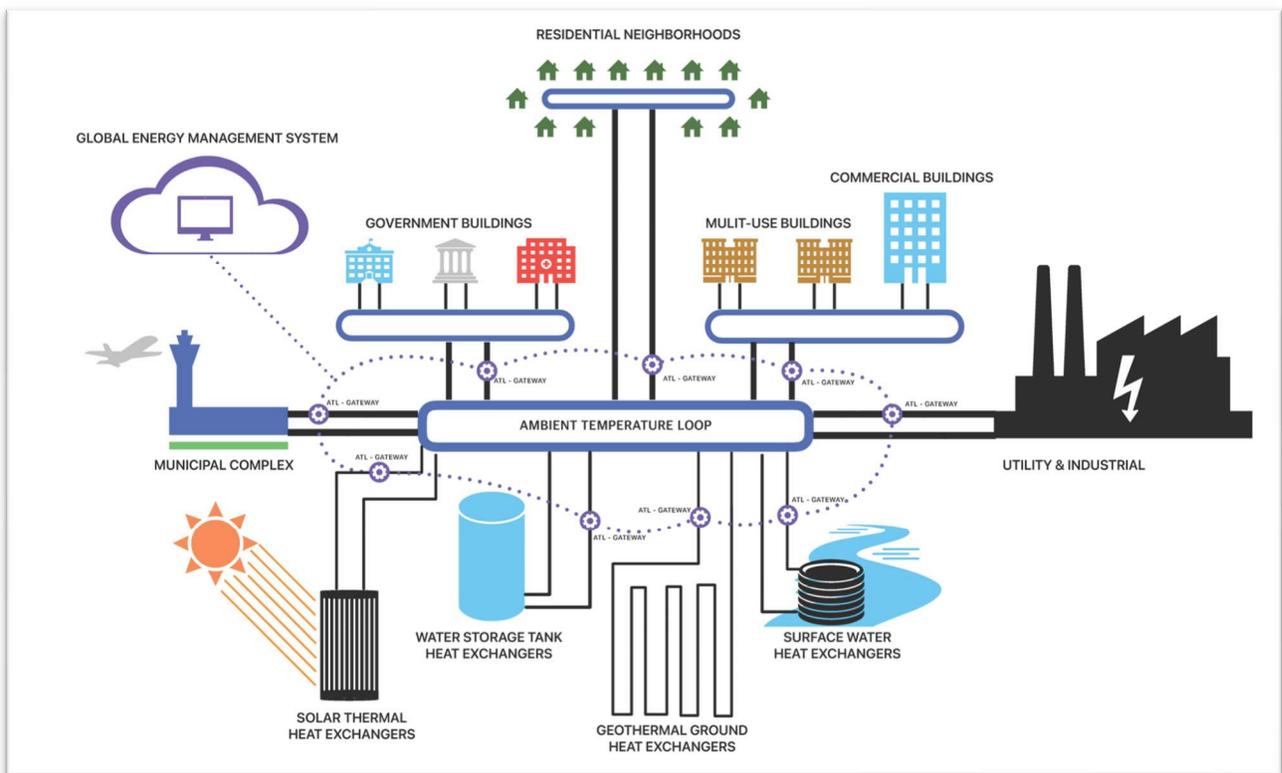


An Ambient Temperature Loop is a type of Thermal Energy Network (TEN) and offers a grid-stabilizing path to electrification and decarbonization. An ATL is a paradigm shift from a standard geothermal system. A traditional geothermal system relies solely on the earth to act as

**Phase 1 Geothermal Evaluation Report**  
**Park City, Utah**

the source (a place to extract energy from) and sink (a place to reject energy to). In the context of a system in Park City at 7,000' of elevation and with a cold deep earth temp near 46°F, a geothermal system would require a large and likely expensive borefield to sustainably operate over time. Using a one-pipe Ambient Temperature Loop design opens opportunities to incorporate other, more cost effective thermal assets and shifts the borefield's primary role to storage. In this, the ground's performance is less affected by deep earth temperatures and more dependent on its thermal storage characteristics, as measured by diffusivity. An optimized ATL has both higher efficiency and lower first cost than a traditional geothermal system. Figure 2 below shows the conceptual arrangement of an ATL with its three basic components- building loads, the central ambient temperature loop and several potential thermal management assets.

Figure 2: ATL Conceptual Schematic



As part of the study TGED developed a hydrogeological report for the Park City area to review available data on the local lithology and information from previous drill logs. A summary of this report is included in section 2 and the full report is attached in Appendix A.

Key observations from our analysis are below:

- Drilling conditions on all sites are likely to be challenging but manageable with proper techniques- this will require an experienced mountain driller to be cost effective
- Wastewater Energy Transfer systems could supply a portion of the system's heating needs and all three sites have access to substantial flows
- Several million gallons per day of mine water is being treated at the 3 Kings Water Treatment Plant and is already being used as a heat pump source for that facility
- The Park City Water District's source protection zone would present a large challenge for vertical drilling in the Downtown area and the West portion of the Bonanza Park area

With all data considered, the GreyEdge Group believes the Bonanza Park area has the best mix of potential buildings, thermal assets and drillable open land. We feel this would support a highly efficient ambient temperature loop system.

## **2. Hydrogeology Study**

TGEG member Rich White PE developed a hydrogeological report for the Park City area. The full report is included in Appendix A and a short general summary is provided below. Specific geologic descriptions have been included for each specific district in section 4.

### **Local Geology**

Park City, UT is situated in a geologically complex area. Unconsolidated materials grade from clay to boulders and range in thickness from 15 feet to 200 feet in the evaluated areas. Bedrock in the areas of interest is extensively fractured and consists of interbedded sandstone, siltstone, mudstone, and shale. Volcanic mudflow deposits exist in a portion of the area of interest. Potential drilling challenges include difficulties associated with encountering cobbles and boulders, potentially high quantities of groundwater, and potential lost circulation.

### **Groundwater Conditions**

The borehole logs provided in Attachment A (in Mr. White's report) indicate that the depth to groundwater varies substantially in the area, with reported static water levels ranging from 125 feet below ground surface at borehole 9935005P00 in the Downtown evaluation area to an artesian pressure of 11.55 feet above groundwater surface at borehole 35-9323 in the Bonanza Park evaluation area. No water level was reported for the borehole in the Quinns District evaluation area.

Holmes et al. (1986) indicate that most bedrock in the region is highly fractured, with this fracturing serving as a primary conduit for groundwater flow. As a general indication of the ability of the rock to yield groundwater, the log for well 35-337 (in the Bonanza Park evaluation area) indicates that the well was pumped at a rate of 0.624 cubic feet per second (“cfs” – 280 gallons per minute [“gpm”]) following construction. The log for well 35-9323 (also in the Bonanza Park evaluation area) was pumped at a rate of 3.342 cfs (1500 gpm) following construction.

### **Potential Drilling Conditions**

Given the probable presence of cobbles and boulders in the unconsolidated alluvial/colluvial materials and the probable fractured nature of the underlying bedrock, We anticipate that drilling could present some challenges. These challenges include difficulties associated with drilling through cobbles and boulders, potentially high quantities of groundwater, and potential lost circulation. A well-maintained mud program will be critical to address these issues. We also recommend that the driller be prepared to install surface casing through the unconsolidated alluvial/colluvial materials to maintain hole integrity and be prepared with means to seal zones where lost circulation occurs.

## **3. Thermal Asset Review**

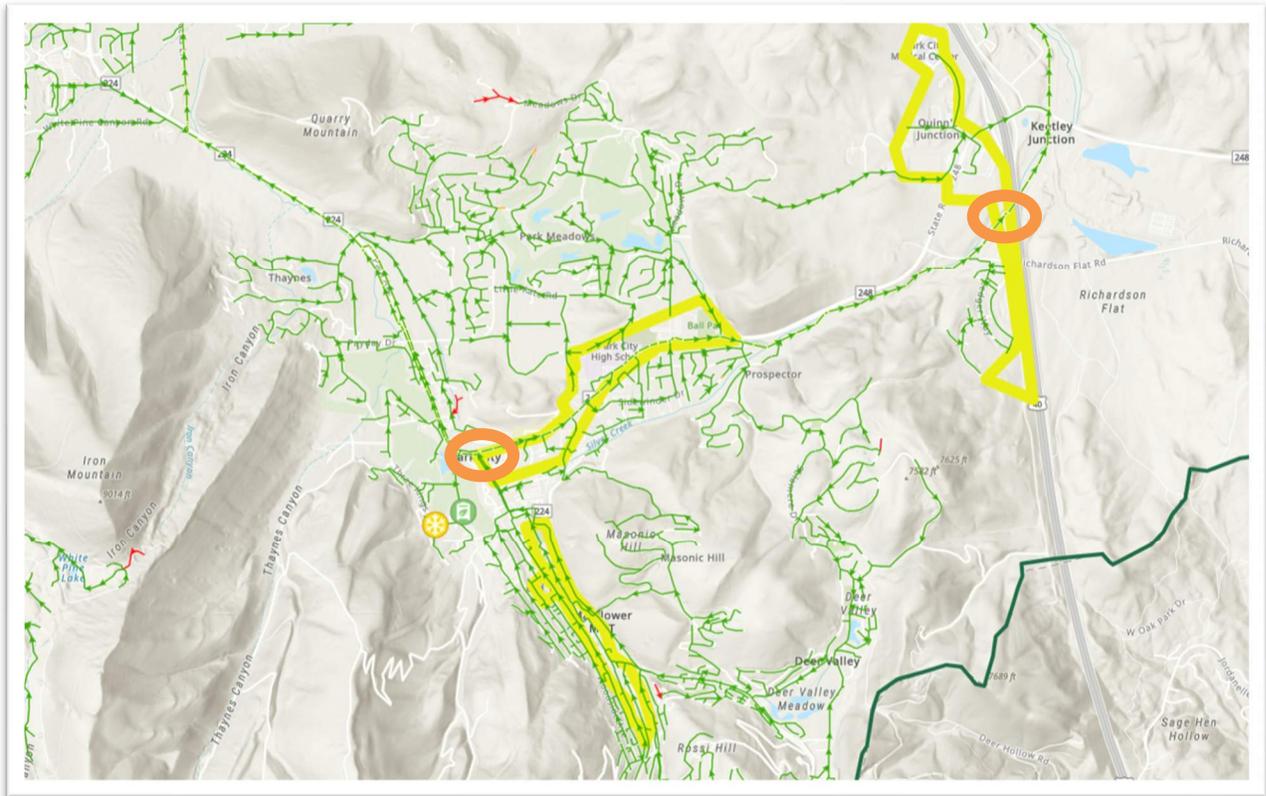
Several potential thermal assets were identified as opportunities for a Park City ATL. Due either to the magnitude of potential heat generation or the timing of it, these would need to be paired with a thermal storage asset such as geothermal boreholes to create a functioning system and would not be sufficient on their own. An evaluation of each is presented below.

### **1. Wastewater Energy Recovery**

TGEG and Park City staff Celia Peterson and Luke Cartin met with Snyderville Basin Water Reclamation District (SBWRD) and discussed the potential to leverage wastewater energy recovery opportunities for an ATL. SBWRD was aware of the technology and generally in favor of it as long as it did not impede the sewer system function and the installer, in this case Park City, assumed responsibility for it.

**Phase 1 Geothermal Evaluation Report  
Park City, Utah**

Figure 3: Wastewater Piping at Park City



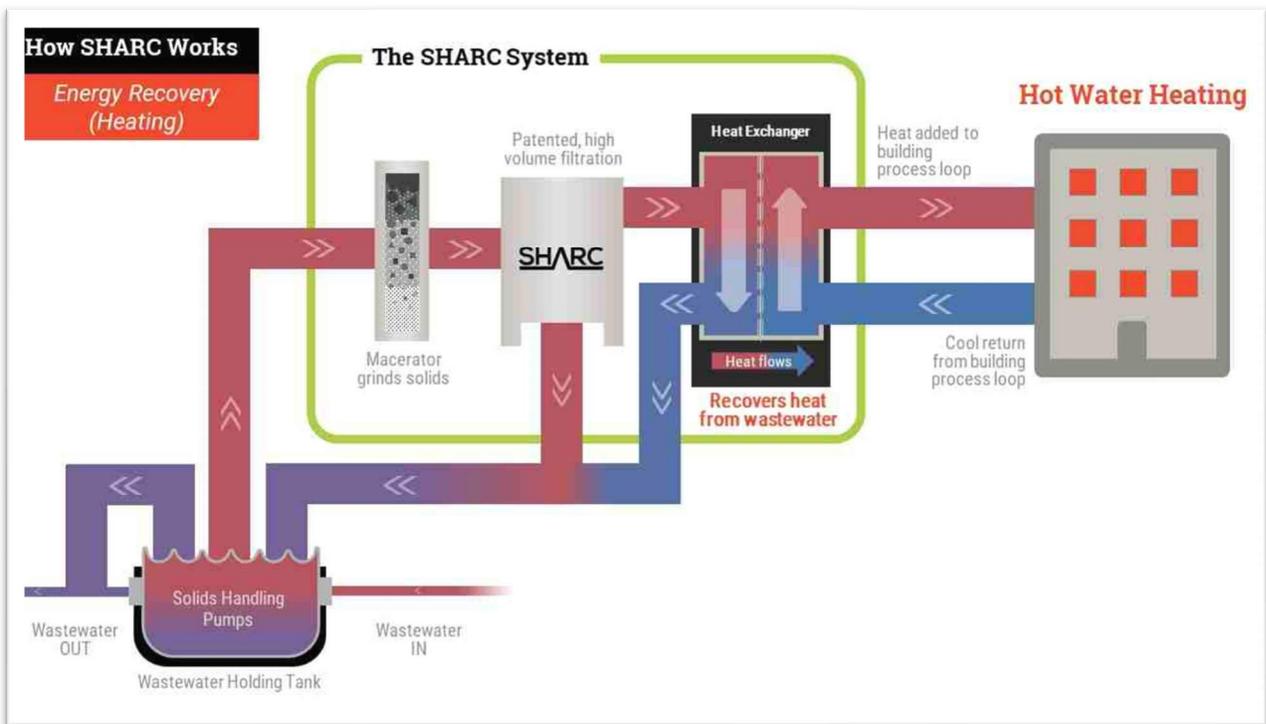
As seen in Figure 3 above, all three sites have access to significant wastewater flows. SBWRD does not have metered data for flow or temperatures at any point near Park City, but from studies within the last 10 years they know that they historically had approximately 1 million gallons per day flow through a diverter at the intersection of highways 224 and 228. The diverter splits flow East toward the Quinns area and North towards Snyderville basin. As the area has seen significant development in the last 10 years, we anticipate flows are now likely higher. Though no meter data is available for this area, we anticipated temps to be approximately 55-65°F and offer a significant thermal resource- in the range of 434 ton/hrs using 1MGD and recovering 15°F. Note that this number would be refined in the next phase of study, would represent a "trickle charge" to the system and does not need to match peak loads to be highly impactful. This energy would be easiest to access with a district at Bonanza Park but is reasonable to access at the downtown district. The flow at the Quinns area is likely greater than this and would offer more recoverable energy. Note that any heat removed from the Bonanza Park node would have a slight impact on the downstream Quinns location.

Metering would need to be installed to gain better data or live sampling could be provided by the wastewater district to give more context. Per SBWRD any heat extracted from the sewer line will

have negligible impact on the digestion process as the Silver Creek Water Reclamation Facility as it is 7 miles from the Bonanza Park node and collects all of Park City and Soldier Summit areas.

If the resource proves viable and accommodation could be made to intercept flow, a wastewater energy transfer system such as a SHARC could be installed. The SHARC system includes a macerator and solids diverter to pull solids from the waste stream and then directs strained fluid through a plate and frame heat exchanger. Heat can be transferred in or out of the waste fluid through this process, though a system in Park City would prioritize heating operation. After heat recovery, the diverted wastewater and solids are returned to the sewer main. This system would need to be housed in a sheltered place such as a mechanical room or pump house. Figure 4 below shows a conceptual schematic of system operation for context.

Figure 4: SHARC Wastewater Energy Transfer



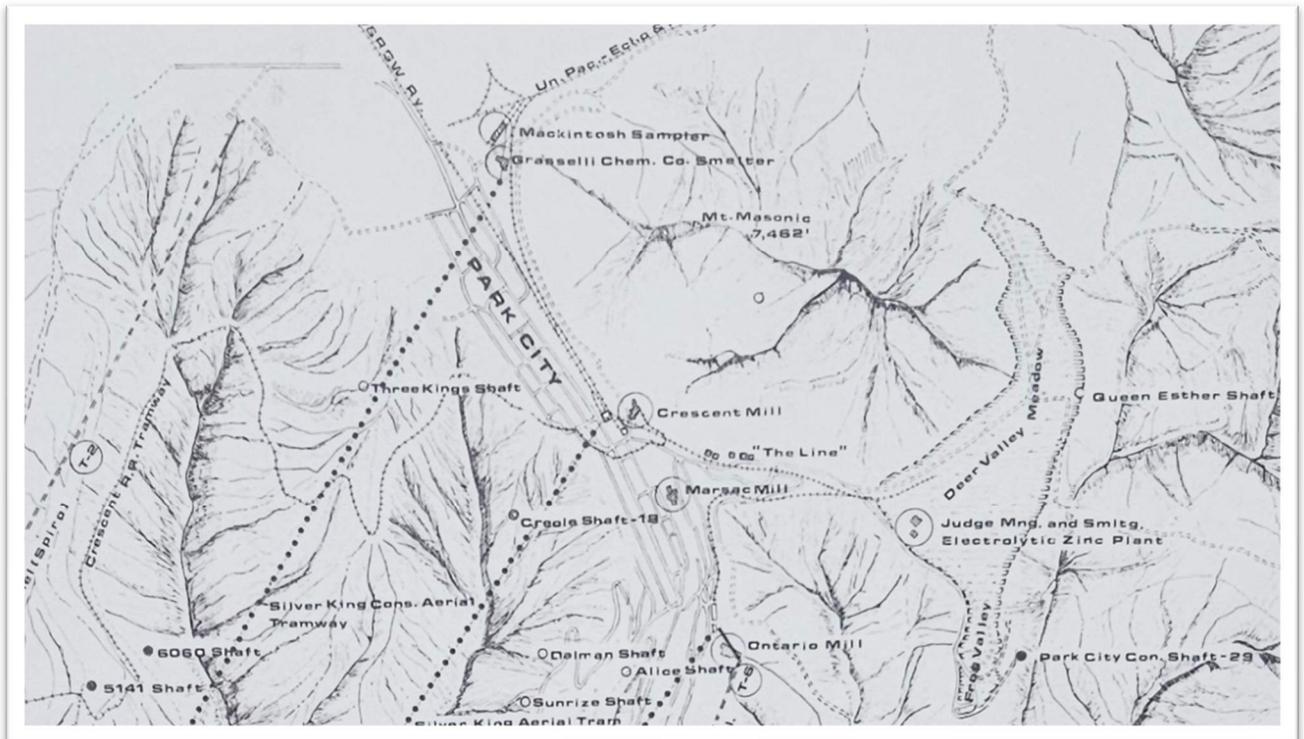
## 2. Mine Shaft Water

Park City is adjacent to several historic mine shafts including the Spiro Tunnel and Judge Mines. These offer a unique and highly valuable thermal resource for the Downtown and Bonanza Park areas.

**Phase 1 Geothermal Evaluation Report**  
**Park City, Utah**

Park City mines are already being used as water and thermal resources for the area. Water from the Judge mine flows several million gallons per day along the West perimeter of Park City and joins a similar sized flow from the Spiro Tunnel at the Three Kings Water Treatment Plant. Here it is treated to remove heavy metals and become drinking water. The new (2024) water treatment facility is conditioned by a water source heat pump pulling energy from the Spiro Tunnel water. The heat pump system has been successfully operating and is an excellent local example of the potential for mine water to be used as a source for space heating applications.

Figure 5: Park City Mine Map at Spiro Tunnel



Historic mine maps were difficult to locate within the constraints of this study, but a map found at the entrance of the Spiro Tunnel illustrates the number of mines and shafts in the immediate area around Park City.

In discussions with Jim Goddard from the Utah Department of Natural Resources Division of Water Rights, no limiting regulations exist in the use of mine water as a non-consumptive thermal resource beyond a permit. The simplest system to leverage this resource would be looped HDPE piping, commonly called a “slinky” system, set in the open water of a mine shaft or tunnel. This is a highly effective and low-cost strategy. A “pump and re-injection” strategy could also be used where mine water would be pumped through the source side of a flat plate heat exchanger or the condenser side of a heat pump and then re-injected into the same

underground reservoir. No temperature monitoring is done on flows coming out of the Judge Mine and Spiro Tunnel, but it is anticipated that this will be in the range of 45°F-50°F and consistent with known ground temps in the area. Using a conservative estimation of 5 million gallons per day and recovering 5°F, an estimated 723 ton/hrs would be available to trickle charge the system every hour of the year. This resource could be easily accessed by the Downtown and Bonanza Park sites and would provide a low cost, highly valuable asset.

To our knowledge the only unique mine with elevated thermal temps in the area is the Mayflower mine, located West of exit 8 on highway 40 near the Jordanelle Reservoir marina. This mine reportedly had ground water reaching 150°F and is tied to the same underground reservoir as the hot springs in Midway. Though 3.5 miles from the Downtown Park City area and not connected to the ground water flowing out of the Judge and Spiro tunnels, it would be worthwhile to investigate this in the next phase of study and evaluate how close elevated water temperatures come to the Park City sites.

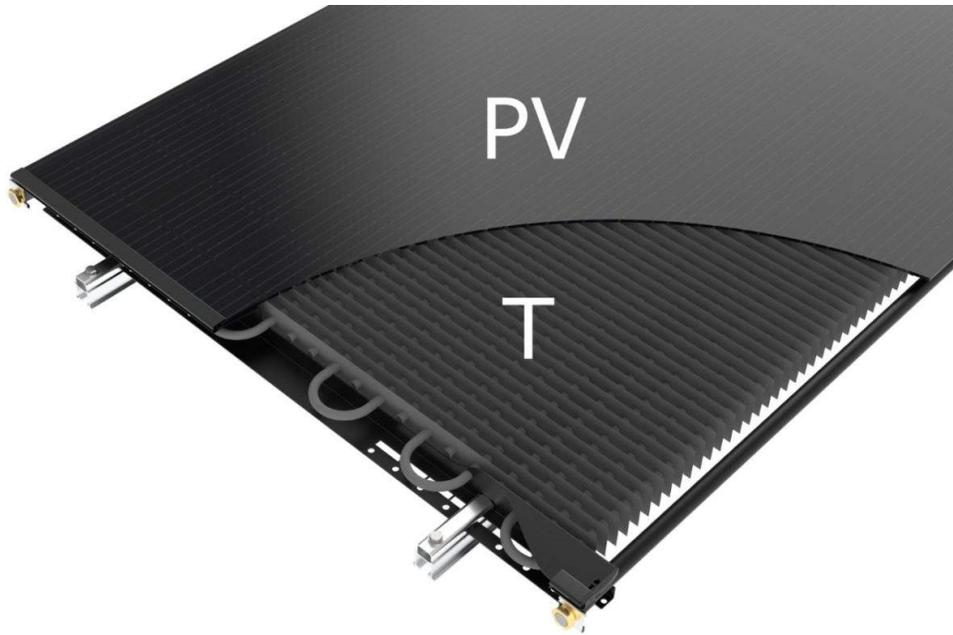
Though a low risk and low-cost strategy, any use of this opportunity would need to be coordinated with the Park City Water District and designed in a way that does not hinder their main directive of providing clean drinking water or compromise the function of the existing water-to-water heat pump operating in the Three Kings Water Treatment Plant. Care will also need to be taken to understand remediation requirements and their costs that would be incurred by any given strategy.

### **3. Solar Thermal**

Solar thermal panels mounted on rooftops, ground mounted or on shade structures, would be an excellent source of heat for this project. With over 229 average sunny days a year, Park City is an ideal place for a solar thermal system. To maximize the benefit from this system it needs to be coupled with a thermal storage asset such as a ground heat exchanger (vertical boreholes). Though long-term thermal storage will be limited by the ground properties, short term (hourly, daily) storage is likely possible with the right system configuration to allow a banking of energy gathered during the day for nighttime use. Data gathered from a thermal conductivity test would inform how effective the “ground battery” would be at storing energy. Solar thermal is best implemented as a roof or appropriately positioned vertical mounting system on existing or new building designs. This is a simple system to scale after other thermal resources have been quantified to optimize the system for performance and first cost. An alternative to this system is a PhotoVoltaic Thermal panel (PVT). PVT combines electric

producing solar panels with a hydronic heat exchanger to produce hot water. The combined system increases electricity production as the T portion cools the PV cells.

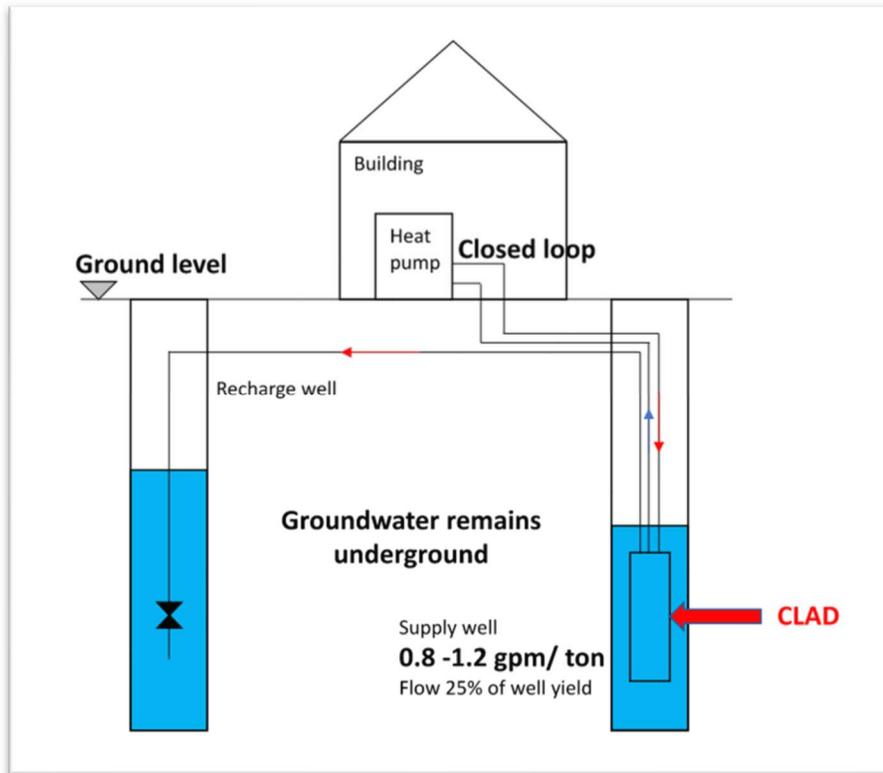
Figure 6: PVT Panel Example



#### **4. CLAD System**

A system likely to be well suited to conditions in Park City is the CLAD System. CLAD (Closed Loop Advection Device) is a closed loop heat exchanger intended to couple ground source heat pumps with ground water without drawing any water above ground. If feasible, this technology offers the potential to gain more system capacity in a smaller footprint and at lower cost than geothermal boreholes. As noted in Mr. White's hydrogeological report, several wells in the area are known to have artesian flows and others have accessible ground water. These systems offer an alternative to the traditional open loop pump and reinjection strategy and significantly increase energy efficiency while reducing the number of wells and water flow volume required. CLAD can be installed in traditional shallow wells such as those used in the region and comes in three sizes - 20-, 50- and 100-ton units. A basic diagram is included below.

Figure 7: CLAD



The closed loop portion of CLAD is similar to any other traditional geothermal system. A building pump or ATL pump pushes a water or antifreeze mixture through the CLAD unit and can either absorb or reject heat through CLAD. The groundwater portion of CLAD uses a water well pump that pumps small amounts of water through CLAD to help achieve this heat transfer and is then put back into the ground via a return well. The CLAD well and the return well can be drilled and installed by traditional water well contractors. In discussion with the Park City Water Department, open loop systems are prohibited within the source protection zones that cover the Downtown and Bonanza Park areas, but variances are possible. The Quinns area is not within a source protection zone and could use this technology unrestricted.

CLAD Requirements:

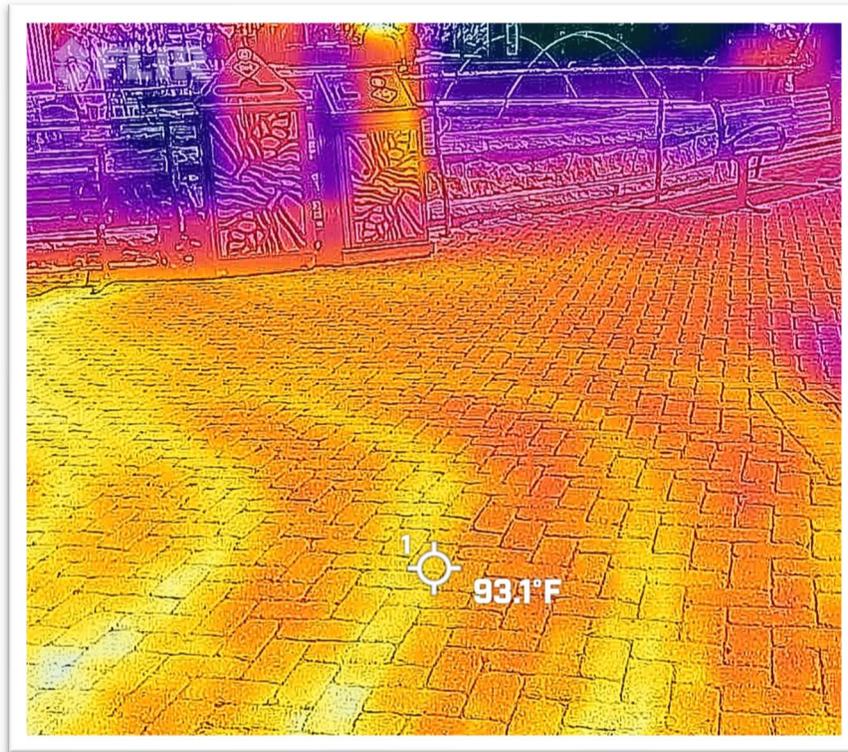
- 1-2 reinjection wells are required for each production well.
- In cold climates a mech room/pump house and anti-freeze is not required because the pitiless adapter unit will be installed below the frost line level. The ground water temperature is designed to remain 7-8 deg above freezing point. Hence the CLAD units may be installed outside.

Water is drawn by a pump into the CLAD head unit and pumped through a heat exchanger that serves the ATL. After either extracting or rejecting thermal energy, the water is then pumped back into a reinjection well. The CLAD source well and the reinjection well can be drilled by traditional water well contractors.

#### **5. Snowmelt as a Solar Collector**

Though not currently existing in any of the three sites as far as we know, a snowmelt system would represent a large load on the ATL but also offer an opportunity to recoup a portion of the energy used by gathering solar energy when not in melting mode. We have observed dark colored pedestrian walks at ground temps over 80°F when outdoor air temps are in the 50°s at other mountain town locations. When coupled with a thermal storage asset, the system can pump the snowmelt loop when the walks are above the deep earth temp, moving solar energy from sidewalks and storing it for later use. Depending on the ground properties, the earth will conduct some of this energy away but much of it can be saved for days and months, elevating ground temps and creating more efficient heat pump operation when heating is needed again. Having an accurate thermal conductivity test performed is critical to understanding the storage potential of the site's geology. Using the snowmelt loop to "trickle charge" the ground in this way can have a significant impact on annual performance. We have seen this strategy successfully used in high mountain communities for the last 20 years and are currently working with the Town of Vail to design an ATL which will leverage their existing snowmelt system.

Figure 8: Snowmelt as a Solar Collector

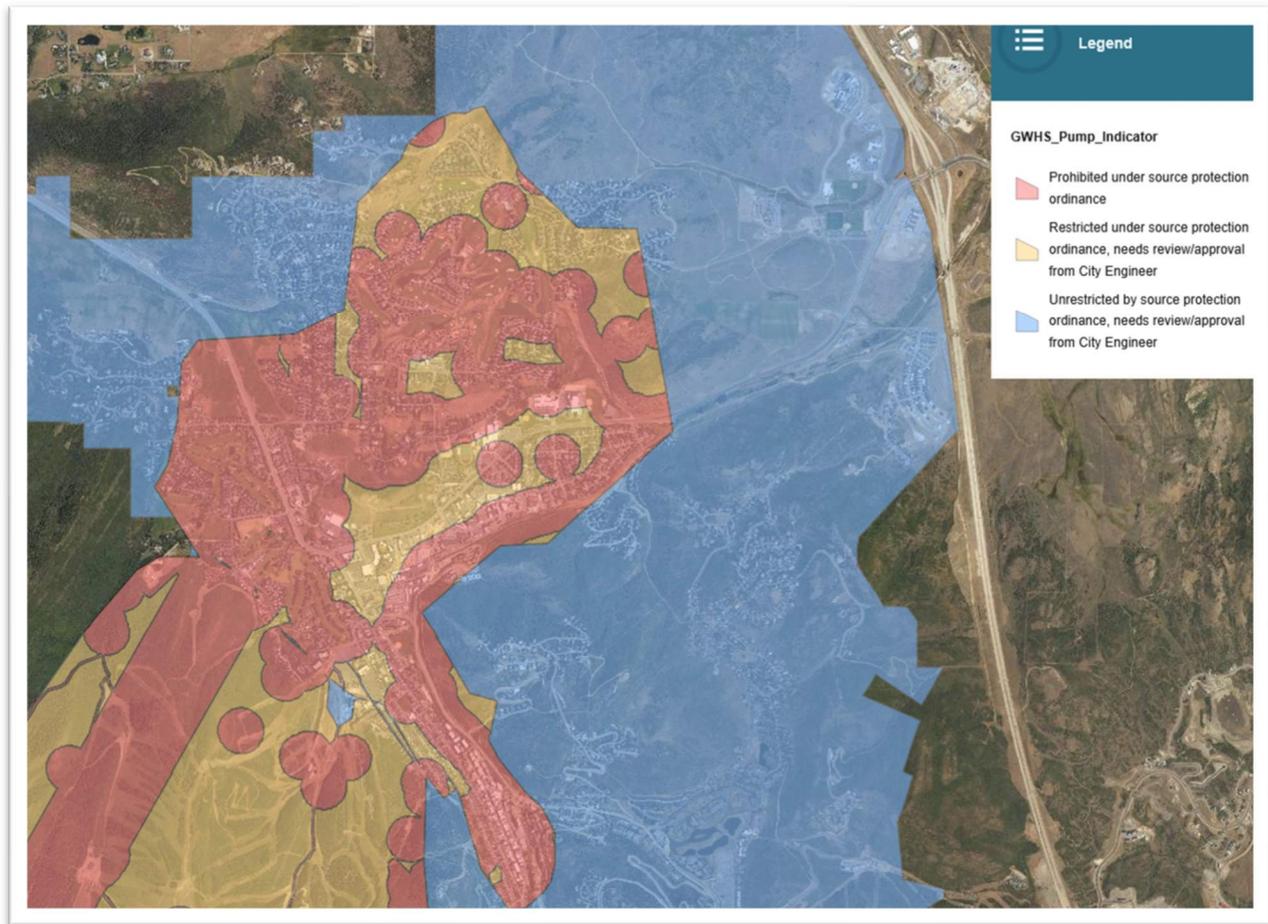


## 6. Vertical Closed Loop Ground Heat Exchanger

A ground heat exchanger offers challenge and opportunity. From our experience in the area, geologic conditions are favorable for using the ground as a sink (a place to put energy), a source (a place to pull energy from) and storage. Of the three, storage would be the most valuable asset as it allows it to act as a buffer between heat production assets and building demand. This can happen on a daily cycle such as solar thermal energy being produced during the day and used at night or as a trickle charge where wastewater heat recovery supplies heat at a slow rate and raises earth temperature around the borehole.

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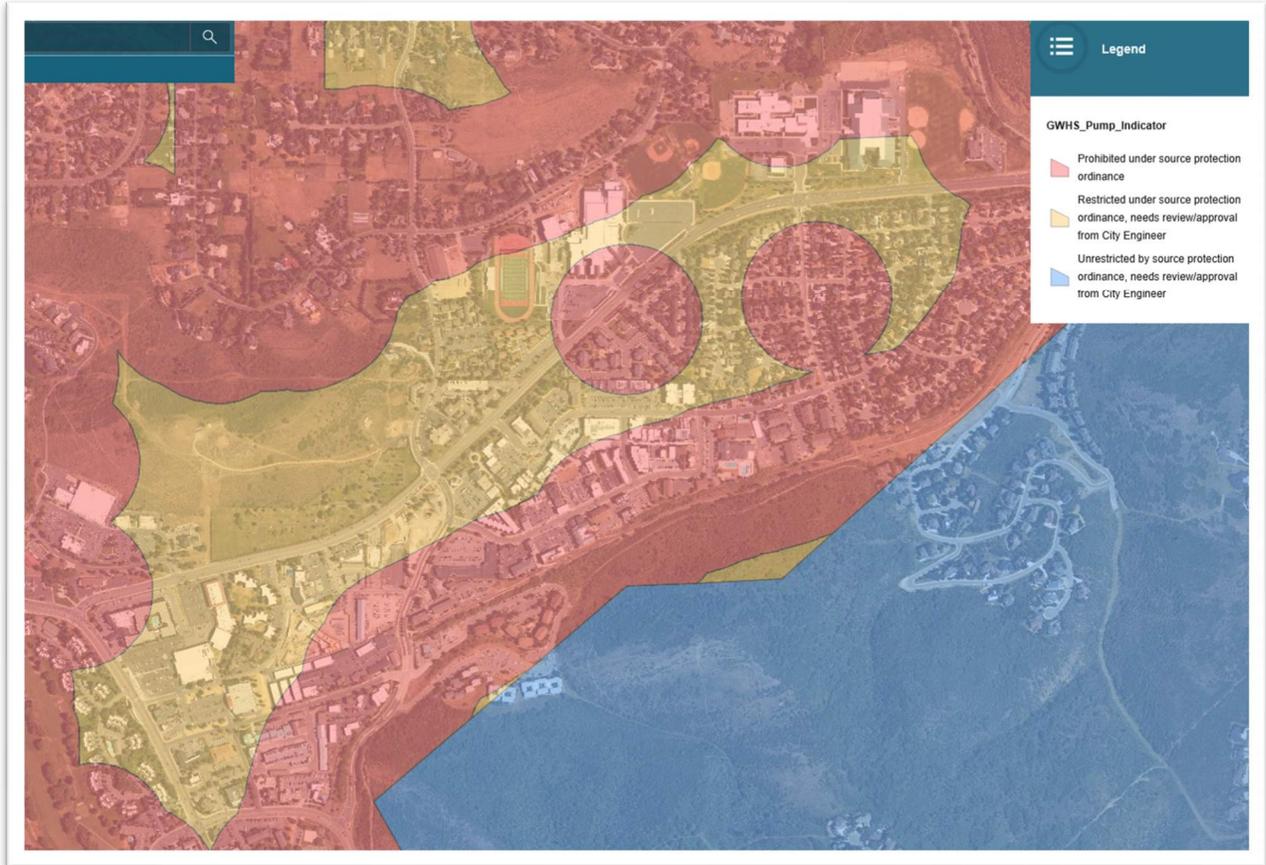
Figure 9: Park City Source Protection Zone



As noted in the hydrogeology report, drilling conditions at all three sites are likely to be challenging but manageable with proper techniques. A major consideration for any geothermal drilling however is Park City's water source protection zones. There are three areas designated—prohibited, restricted and unrestricted. The downtown area falls wholly within the prohibited zone and could present a challenge finding enough open area to support a substantial borefield. Considering its highly developed state, this area would be difficult to incorporate sufficient thermal storage to accommodate an ATL on its own. The Bonanza Park area has more options within the restricted zone and has more open space to accommodate a vertical borefield. The Quinns area has significant open areas including large sports fields and undeveloped land which lies outside the restricted zones. For areas within the restricted zone, a variance would need to be obtained from the Park City Water district and methodologies to protect the local aquifer included in the design. As closed loop vertical boreholes present a small risk to aquifer

contamination, TGED is confident that an acceptable process can be defined and used. A larger image of the Bonanza Park source protection boundaries is included below.

Figure 10: Bonanza Park Source Protection Boundaries



Shallow horizontal geexchange systems, often referenced as “slinky” systems can be an excellent resource in the right circumstances. These systems typically require large amounts open space and to be buried at a depth that the surface temperatures will not hinder seasonal performance. Given the built environment and the highly heating dominated climate, we would not recommend horizontal geexchange strategies for this application.

#### 4. Site Evaluations

TGED worked with Park City to discuss the three sites and the implications of constructing a system on each. For each potential Ambient Temperature Loop installation, also known as a micro-grid, the initial building connections will be an important factor to consider as these will act as an “anchor” and collectively represent the base load of the system. The system can be designed to accept further individual building connections as long as it has sufficient capacity.

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An ATL has a native ability to connect to future micro-grids. From our experience, each independent micro-grid should be greater than 300 tons (3.6MMBTU) for its peak load to be economically advantageous over a single building geothermal installation. This would be roughly 100,000-200,000 square feet of conditioned building area. Discussions of each zone are included below.

**Downtown Park City**

The Downtown district would stretch from the Park City Park in the North to the intersection of Swede Alley and Main Street in the South, and between Park Avenue on the East and Highway 224 on the West.

Figure 11: Downtown Park City Area



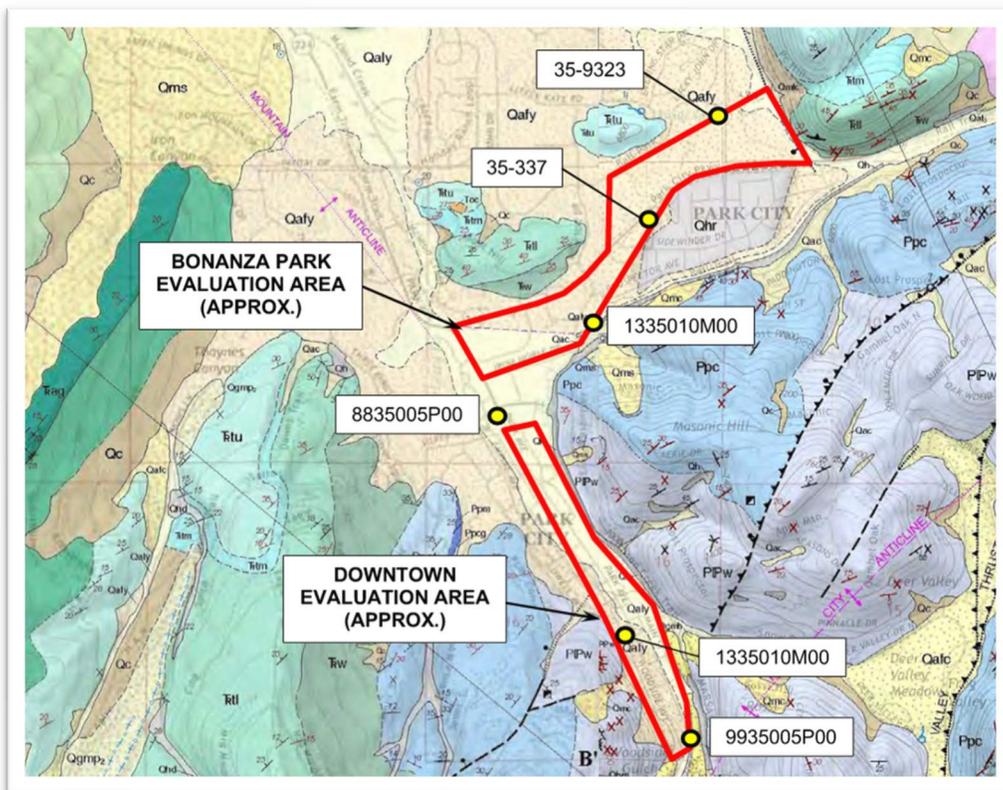
This is a highly built out district with significant and aged in-ground infrastructure and limited open space. All open space including Park City Park and Library field is within the prohibited zone for geothermal drilling despite the City Hall building have a shallow geothermal system.

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This area represents the densest built environment of the three and likely has the greatest number of private owners. It would present a large logistical challenge to engage with the community and facilitate the necessary retrofits to connect to an ATL. Downtown is also the most historic district of the three, increasing the likelihood of more complex mechanical updates to building systems.

Significant development is planned for areas within the downtown area and adjacent to it. A new community center is planned south of the City Park, going in the parcel where the public bathrooms now sit. At the Southern end of Swede Alley, the large parking lots are to be re-developed. Vail Resorts owns the surface parking lots west of the City Park and Miners Hospital and has plans to develop them in the coming years. These new projects and others not mentioned here would be excellent opportunities to tie into a central loop and could be an excellent path to expansion if the Bonanza Park district were installed first.

Figure 12: Bonanza Park and Downtown Area Surface Geology



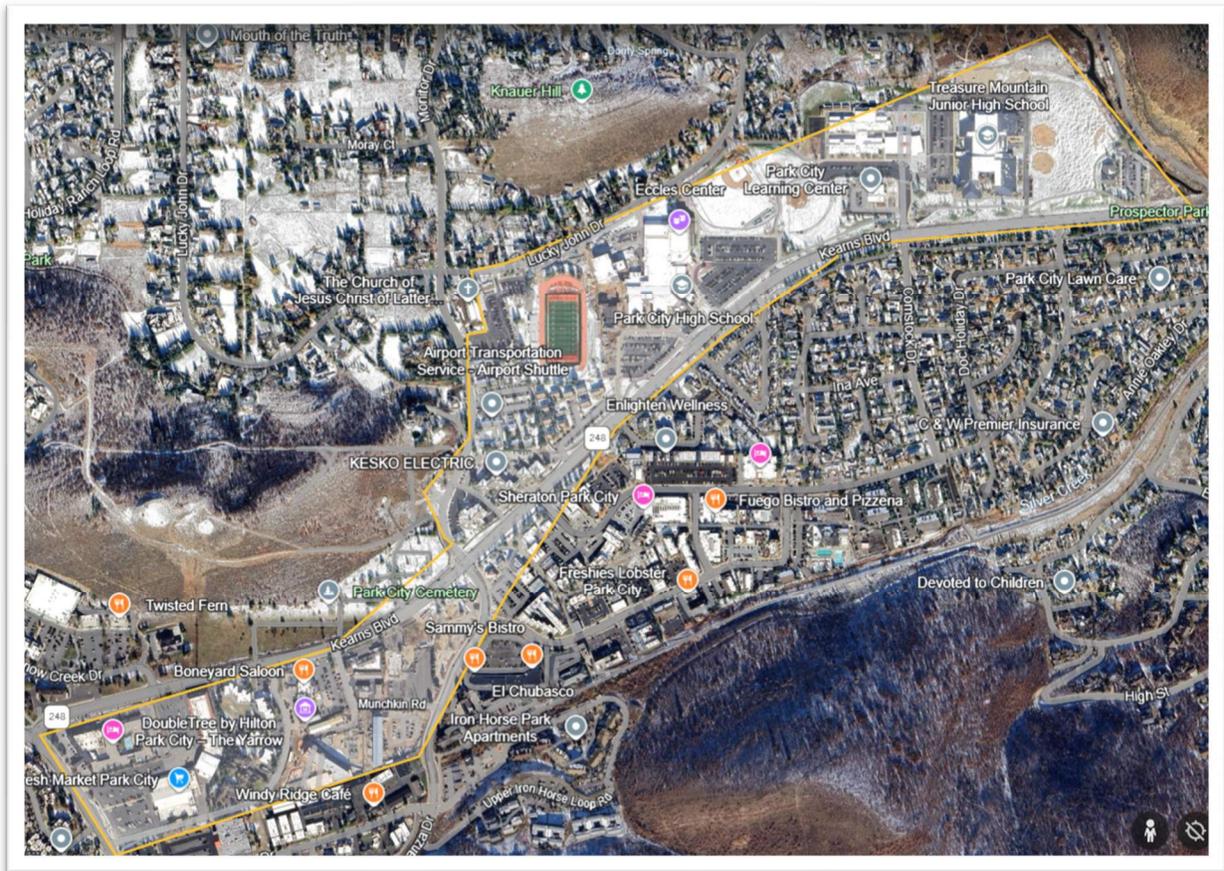
The Downtown evaluation area is situated in a narrow valley underlain by alluvial stream and

fan deposits. These materials consist predominantly of poorly- to well-sorted clay- to boulder-sized sediment deposited in active stream channels and floodplains and debris flows and debris floods.

### Bonanza Park

The Bonanza Park district is proposed from the intersection of Highways 224 and 248 on the East, starting south of Highway 248 and switching to North of the Highway at the intersection with Bonanza Drive. From there it stretches East along to the Park City School District office.

Figure 13: Bonanza Park Area



This district is also highly built out, but it includes many large parking lots, sports fields and is generally a more open built environment. Key buildings include McPolin Elementary School, Park City High School and the Kimball Art Center. Large development plans are moving forward around the intersection of Highway 248 and

Bonanza drive including HOPA, the Small Area Plan and 5 Acre Site. The current program is to construct several hundred thousand square feet of new developments including mixed use commercial and residential neighborhoods. The target is to be complete by 2030 and offers a unique opportunity to set the ATL and water source heat pumps as the basis of design. This system will not only be the most efficient option but also may reduce mechanical room requirements and open up leasable space in the building. Future developments aside, the current combination of commercial, residential and K-12 schools gives this area the greatest use type diversity of the three sites.

Diversity is beneficial in an ATL as it creates opportunities for heat sharing between dissimilar use patterns. Additionally, non-coincident loads within the system- i.e. the school in heating during the day and the homes at night- reduces overall peak loads needed from the ATL. Large commercial buildings including the schools are likely to be designed with a central hot water system. These systems are simple to retrofit with a heat pump, often only requiring updates in the mechanical room, and offer an opportunity to hybridize the ATL. If natural gas boilers are present and in good working order, these can be sequenced in with heat pumps as a resource for the ATL. Used as “peakers” to supplement the system under the highest heating loads, they would ideally operate less than 10% of the season and offer increased resiliency and reliability. Expansion of this district would be simple to the North or South, including networking with a micro district in the Downtown area.

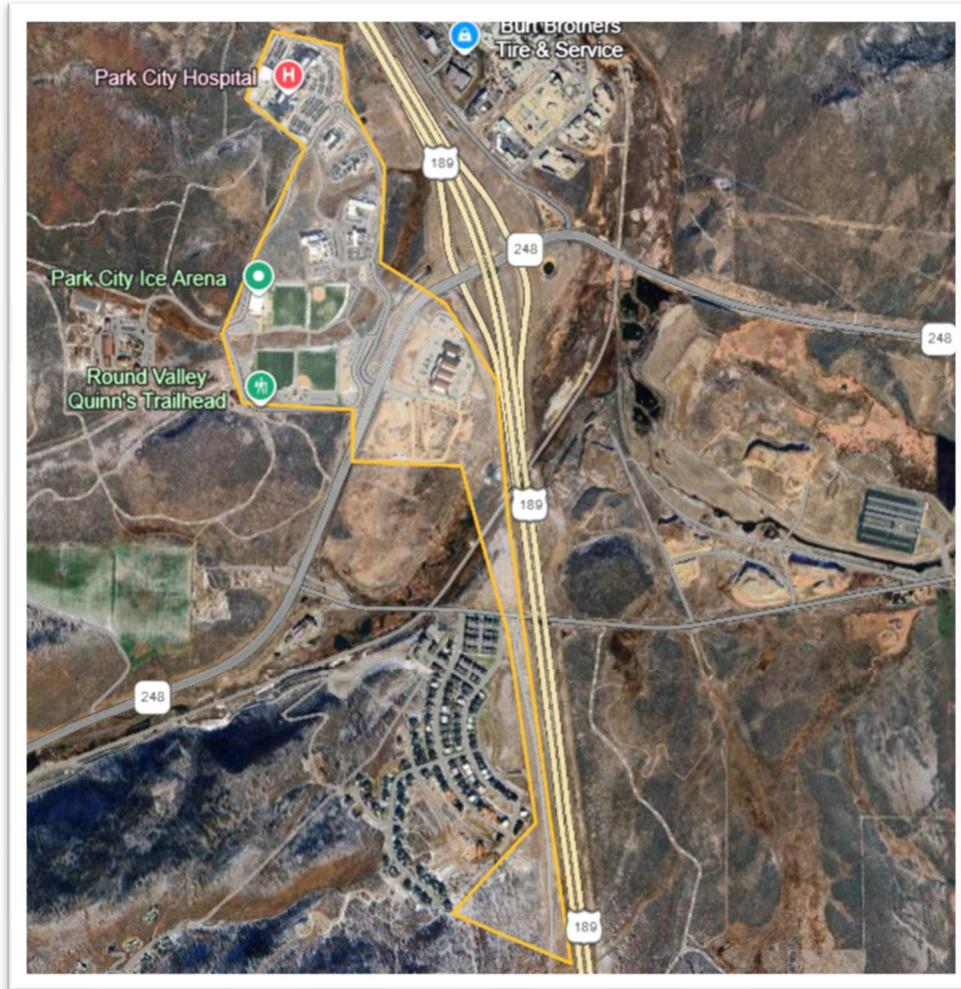
Treasure Mountain Junior High is a large building on the East side of the district. Reportedly, the school is to be torn down in 2026 and will be replaced with two soccer fields and eight tennis courts. This could provide an excellent opportunity for collaboration as geothermal borefields are invisible infrastructure and ideally located under sports fields.

Figure 12 indicates that the Bonanza Park evaluation area is underlain primarily by alluvial fan deposits which, as described above, consist of clay- to boulder-sized sediment. The borehole logs presented in Attachment A (of Mr. White’s report) indicate that the unconsolidated sediments in this area could be up to about 200 feet thick. These deposits are described as consisting of clay- to gravel-sized sediments.

## Quinns

The Quinns area is located on the East side of Highway 189 and includes the Park City Hospital on the North and 1.3 miles south of the Highway 248 junction.

Figure 14: Quinns Area



The Quinns area has the largest portion of open and undeveloped land and the fewest buildings. The entire district is outside of the source protection zone so regulatory limitations on drilling or pump-and-reinjection strategies would not be an issue.

Buildings in this area include The Utah Film Studio, the Park City Ice Arena, the US Ski and Snowboard Center, Summit County Health Dept, the Park City Surgery Center, a medical office building, the Peace House and the Intermountain Health Park City

Hospital. Future sports court areas and a large residential neighborhood are also in planning stages.

As mentioned in the intro to this section, we typically see an economic viability inflection point between a single building geothermal system and an ATL around 300 tons of load. Certainly, all the above-named buildings together would have a combined load higher than this, the hospital is likely above it on its own. Unless large future developments can be coordinated with this system, a successful ATL would need to connect to most of the existing buildings to cross the threshold of minimum viable size if the hospital does not participate. Intermountain Health has a history of investing in sustainable projects but due to the critical nature of their systems, will be understandably cautious of any decision perceived to impact the reliability of their HVAC system. Significant coordination and education would be a necessary part of any collaboration.

The Quinns area has excellent access points to key thermal resources in its open land for vertical boreholes and wastewater energy recovery. Solar thermal and CLAD systems are likely also good fits with the available building roof area on the ice rink and one existing water well within the area. TGEG met with the facility operators at the Ice Arena and discussed the potential for recovering waste heat associated with maintaining the ice sheet. Reportedly, waste heat is already being used to melt Zamboni ice shavings and warm the ground under the ice sheet. The ammonia chiller has relatively low run times in the winter and captured waste heat is sometimes not enough to melt Zamboni ice. The chiller is at the end of its usable life and scheduled to be replaced in 2027, which may offer an opportunity to re-evaluate the amount of waste heat available. The arena HVAC system is also in poor condition and would benefit from an update.

With a minimally developed and recently implemented built environment, installing infrastructure in the Quinns area will be the simplest of the three. The most notable challenge associated with this area will be finding partnerships among the existing or planned buildings. Expansion of this system over time will be dictated by future development as this area is largely isolated.

Phase 1 Geothermal Evaluation Report  
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Figure 15: Quinns Area Surface Geology

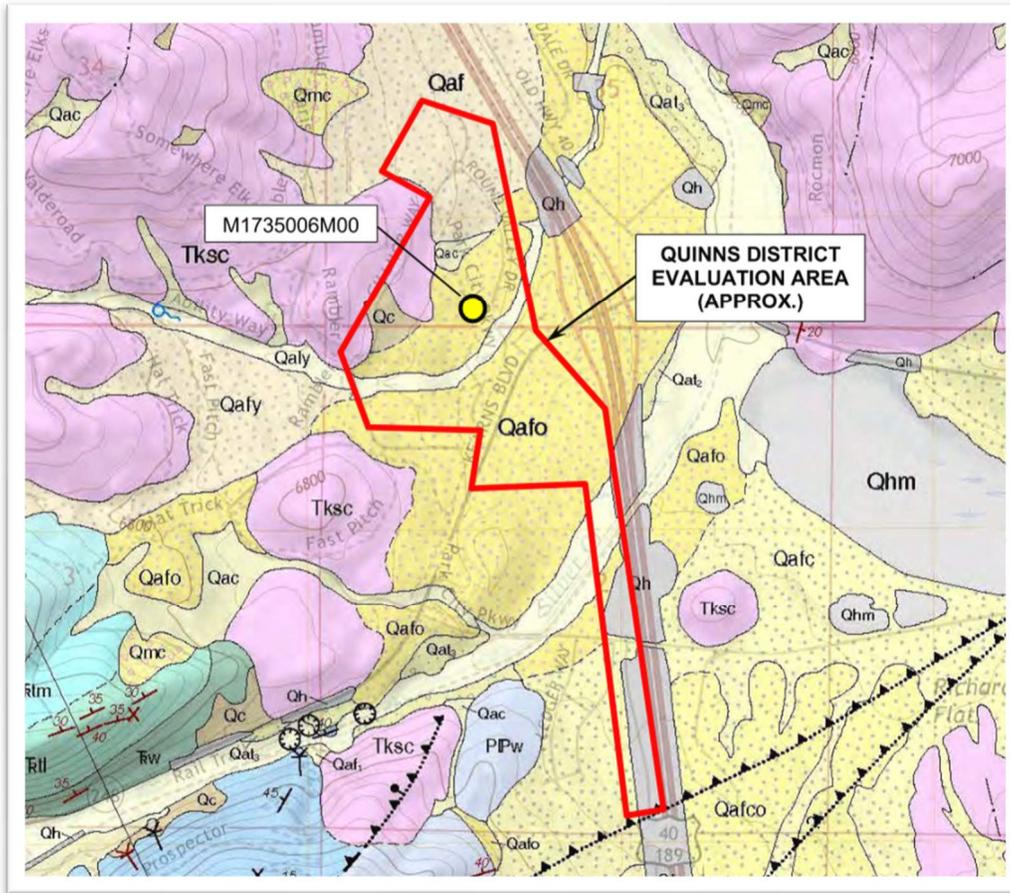


Figure 15 indicates that the Quinns District evaluation area is underlain primarily by fan alluvium of various ages as well as mixed fan alluvium and colluvium (Qafc). Biek (2022) describes these materials as poorly- to moderately-sorted clay- to boulder-sized sediment deposited by debris flows and debris floods. The well log at the site shown in Figure 15 indicates that unconsolidated materials at this location are 80 feet thick.

Given the faulting in the area and the masked bedrock, we are uncertain what formations underlie the alluvial fill and breccia in the Quinns District evaluation area. However, this likely consists of the Weber Sandstone (PPw on Figure 15) in the southern portion of the area and the Park City and Phosphoria Formations, undivided (Ppc on Figure 15) in the northern portion of the area. These formations are described above and likely attain thicknesses of at least several hundred feet beneath the area.

## **5. Summary & Recommendations**

Each of the three districts evaluated offers a unique mix of resources and their own challenges. Our selection criteria are based on these factors:

- Thermal Asset Availability
- Potential Connected Loads
- Constructability

With the above considerations in mind, we recommend the Bonanza Park area be given preference when selecting the first implementation site, with the Quinns district and Downtown areas following in that order. From our observations, this site offers the greatest diversity of building types, the greatest collection of large buildings, open area outside the source protection zone and a more open built environment for routing. It's proximity to both the wastewater line at the intersection of highways 224 and 228, and to the mine water flows at the 3 Kings Water Treatment Plant offer a cost-effective path to significant thermal resources. If a sufficiently large set of buildings could be committed to connect to a common ATL and access to available resources negotiated, we believe this system would be a highly efficient and robust anchor that future systems could build upon.

The GreyEdge Group is capable of supporting Park City through the next phase of evaluation and through system design, construction and operation. Our primary concern is to ensure a project achieves its goals from a performance and operation standpoint. Next steps for the evaluation include the following:

- Work with specific building owners to gauge interest in connecting
- Develop a load profile for those that agree
- Develop a retrofit plan for potential connected buildings
- Refine information around thermal assets including wastewater and mine water
- Drill a test borehole and perform an advanced thermal conductivity test
- Research potential incentives and grants

# Appendix A: Hydrogeology Report

# Memorandum

To: Matt Garlick  
From: Rich White *RSW*  
Date: 20 Feb 2025  
Subject: Summary of anticipated hydrogeologic conditions,  
Potential Park City, Utah ambient temperature loop locations



It is my understanding that ambient temperature loop installations are being considered in three areas in Park City, UT (see Figure 1). The purpose of this memorandum is to present a summary of hydrogeologic conditions and potential drilling issues in these areas to assist in future decisions.

## Executive Summary

Park City, UT is situated in a geologically complex area. Unconsolidated materials grade from clay to boulders and range in thickness from 15 feet to 200 feet in the evaluated areas. Bedrock in the areas of interest is extensively fracture and consists of interbedded sandstone, siltstone, mudstone, and shale. Volcanic mudflow deposits exist in a portion of the area of interest. Potential drilling challenges include difficulties associated with encountering cobbles and boulders, potentially high quantities of groundwater, and potential lost circulation.

## Local Geology

Biek (2022) and Biek et al. (2022) prepared comprehensive geologic maps of the Park City, UT area. Portions of those maps are presented in Figures 2 and 3, covering the Downtown, Bonanza Park, and Quinns District evaluation areas. As indicated in these figures, the region is geologically complex, being dissected by multiple faults and anticlines and overlain by alluvial deposits and volcanic mudflow breccia at various thicknesses. Anticipated geologic conditions for each of the evaluation areas are discussed below.

### Downtown Evaluation Area

The Downtown evaluation area is situated in a narrow valley underlain by alluvial stream and fan deposits (identified as Qaly and Qafy, respectively, on Figure 2). These materials consist predominantly of poorly- to well-sorted clay- to boulder-sized sediment deposited in active stream channels and floodplains (in the case of Qaly) and debris flows and debris floods (in the case of Qafy).

Figure 2 shows the locations of three boreholes drilled within and adjacent to the Downtown evaluation area. Driller's logs for these boreholes, downloaded from the Utah Division of Water Rights web site (<https://maps.waterrights.utah.gov/EsrMap/map.asp>) are provided in Attachment A. These logs indicate that the thickness of unconsolidated alluvial sediments in the area varies from 15 feet to 65 feet, being thickest at well 1335010M00 where stream deposits are overlain by alluvial fan deposits. Clay- through cobble-sized sediments were commonly reported in the well logs.

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The Downtown evaluation area is bounded by the Park City and Phosphoria Formations, undivided (Ppc on Figure 2) and the Weber Sandstone (PPw on Figure 2). The Park City Formation consists of limestone interbedded with sandstone, siltstone, and mudstone (Biek, 2022). Colors range from light to dark gray. This formation is the principal host for the lead-zinc-silver deposits that were the focus of historic mining in the Park City area. The Phosphoria Formation is a shale interbed that separates members of the Park City Formation in some areas of the region.

Measurements presented by Biek (2022) and Biek et al. (2022) indicate that the Park City and Phosphoria Formations, undivided generally dip at angles of 20 to 30 degrees to the northwest. A cross section prepared by Biek et al. (2022) and located about ¼ mile southwest of the Downtown evaluation area suggests that the Park City and Phosphoria Formations, undivided are approximately 100 to 200 feet thick in the area as an aggregate.

The Weber Sandstone underlies the Park City and Phosphoria Formations in the area. Biek (2022) describes the Weber Sandstone as consisting of pale orange, grayish-orange, and yellowish-gray fine-grained, well-cemented quartzitic and calcareous sandstone with occasional limestone interbeds. Biek also indicates that the formation is typically highly fractured. Measurements presented by Biek (2022) and Biek et al. (2022) indicate that the Weber Sandstone generally dips at angles of 20 to 30 degrees to the northwest.

The cross section prepared by Biek et al. (2022) suggests that the Weber Sandstone could be approximately 1000 feet thick in the region. Accounting for the thickness of the alluvial deposits and bedrock exposures on the slopes adjacent to the narrow valley, the Weber Sandstone is likely 400 to 500 feet thick beneath the Downtown evaluation area.

The Round Valley Limestone, which does not outcrop within the area shown in Figure 2, underlies the Weber Sandstone in this area. According to Baker (1964), the Round Valley Limestone consists of light- to medium-gray limestone with occasional interbeds of chert and sandstone. The above-noted cross section presented by Biek et al. (2022) suggests that the Round Valley Limestone is approximately 400 feet thick beneath the Downtown evaluation area.

### Bonanza Park Evaluation Area

Figure 2 indicates that the Bonanza Park evaluation area is underlain primarily by alluvial fan deposits which, as described above, consist of clay- to boulder-sized sediment. The borehole logs presented in Attachment A indicate that the unconsolidated sediments in this area could be up to about 200 feet thick. These deposits are described as consisting of clay- to gravel-sized sediments.

This Bonanza Park evaluation area is bounded by the Thaynes Formation (Trtu, Trtm, and Trtl on Figure 2) and the Woodside Shale (T<sub>w</sub> on Figure 2) on the north and east and by the Park City and Phosphoria Formations, undivided on the south. Biek (2022) indicates that the Thaynes Formation is readily divided into three parts: a lower brown calcareous sandstone and sandy limestone, a middle red siltstone and shale, and an upper medium-gray limestone. Measurements presented by Biek (2022) indicate that the Thaynes Formation generally dips at angles of 25 to 45 degrees to the northwest. Although a cross section prepared by Biek (2022), located about 0.3-mile northeast of the Bonanza Flat evaluation area, suggests that the Thaynes Formation is approximately 2000 feet thick in the area, the steep dip of this

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formation indicates that it may not exist within the upper 1000 feet beneath parts of the Bonanza Park evaluation area.

The Woodside Shale underlies the Thaynes Formation in the Bonanza Park evaluation area. Biek (2022) describes this formation as interbedded reddish-brown to light-gray, thin-bedded siltstone, fine-grained sandstone, mudstone, and occasional limestone. The above-noted cross section prepared by Biek (2022) indicates that the Woodside Shale is approximately 500 feet thick beneath the area.

The Park City and Phosphoria Formations, undivided underlies the Woodside Shale in the Bonanza Park evaluation area. The Biek (2002) cross section indicates that this group is approximately 600 feet thick beneath the area.

### Quinns District Evaluation Area

Figure 3 indicates that the Quinns District evaluation area is underlain primarily by fan alluvium of various ages (Qaf and Qafo) as well as mixed fan alluvium and colluvium (Qafc). Biek (2022) describes these materials as poorly- to moderately-sorted clay- to boulder-sized sediment deposited by debris flows and debris floods. The well log at the site shown in Figure 3 indicates that unconsolidated materials at this location are 80 feet thick.

Volcanic mudflow breccia of Silver Creek (Tksc on Figure 3) bounds most of the Quinns District evaluation area. Biek (2022) indicates that this unit consists of andesitic to rhyodactic volcanic mudflow breccia with minor interbedded lava flows and ash-flow tuff. On a cross section located about 1 mile southwest of the Quinns District evaluation area, Biek (2022) indicates that this breccia is approximately 100 feet thick in the area. On another cross section located about 3 miles northeast of the Quinns area, Biek (2022) indicates that the breccia is about 500 feet thick. Accounting for the thickness of the alluvial deposits, I anticipate that the breccia is approximately 200 feet thick beneath the Quinns District evaluation area.

Given the faulting in the area and the masked bedrock, I am uncertain what formations underlie the alluvial fill and breccia in the Quinns District evaluation area. However, this likely consists of the Weber Sandstone (PPw on Figure 3) in the southern portion of the area and the Park City and Phosphoria Formations, undivided (Ppc on Figure 3) in the northern portion of the area. These formations are described above and likely attain thicknesses of at least several hundred feet beneath the area.

### **Groundwater Conditions**

The borehole logs provided in Attachment A indicate that the depth to groundwater varies substantially in the area, with reported static water levels ranging from 125 feet below ground surface at borehole 9935005P00 in the Downtown evaluation area to an artesian pressure of 11.55 feet above groundwater surface at borehole 35-9323 in the Bonanza Park evaluation area. No water level was reported for the borehole in the Quinns District evaluation area.

Holmes et al. (1986) indicate that most bedrock in the region is highly fractured, with this fracturing serving as a primary conduit for groundwater flow. As a general indication of the ability of the rock to yield groundwater, the log for well 35-337 (in the Bonanza Park evaluation area) indicates that the well was pumped at a rate of 0.624 cubic feet per second (“cfs” – 280 gallons per minute [“gpm”]) following construction. The log for well 35-9323 (also in the

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Bonanza Park evaluation area) was pumped at a rate of 3.342 cfs (1500 gpm) following construction.

### **Potential Drilling Challenges**

Given the probable presence of cobbles and boulders in the unconsolidated alluvial/colluvial materials and the probable fractured nature of the underlying bedrock, I anticipate that drilling could present some challenges. These challenges include difficulties associated with drilling through cobbles and boulders, potentially high quantities of groundwater, and potential lost circulation. A well-maintained mud program will be critical to address these issues. I also recommend that the driller be prepared to install surface casing through the unconsolidated alluvial/colluvial materials to maintain hole integrity and be prepared with means to seal zones where lost circulation occurs.

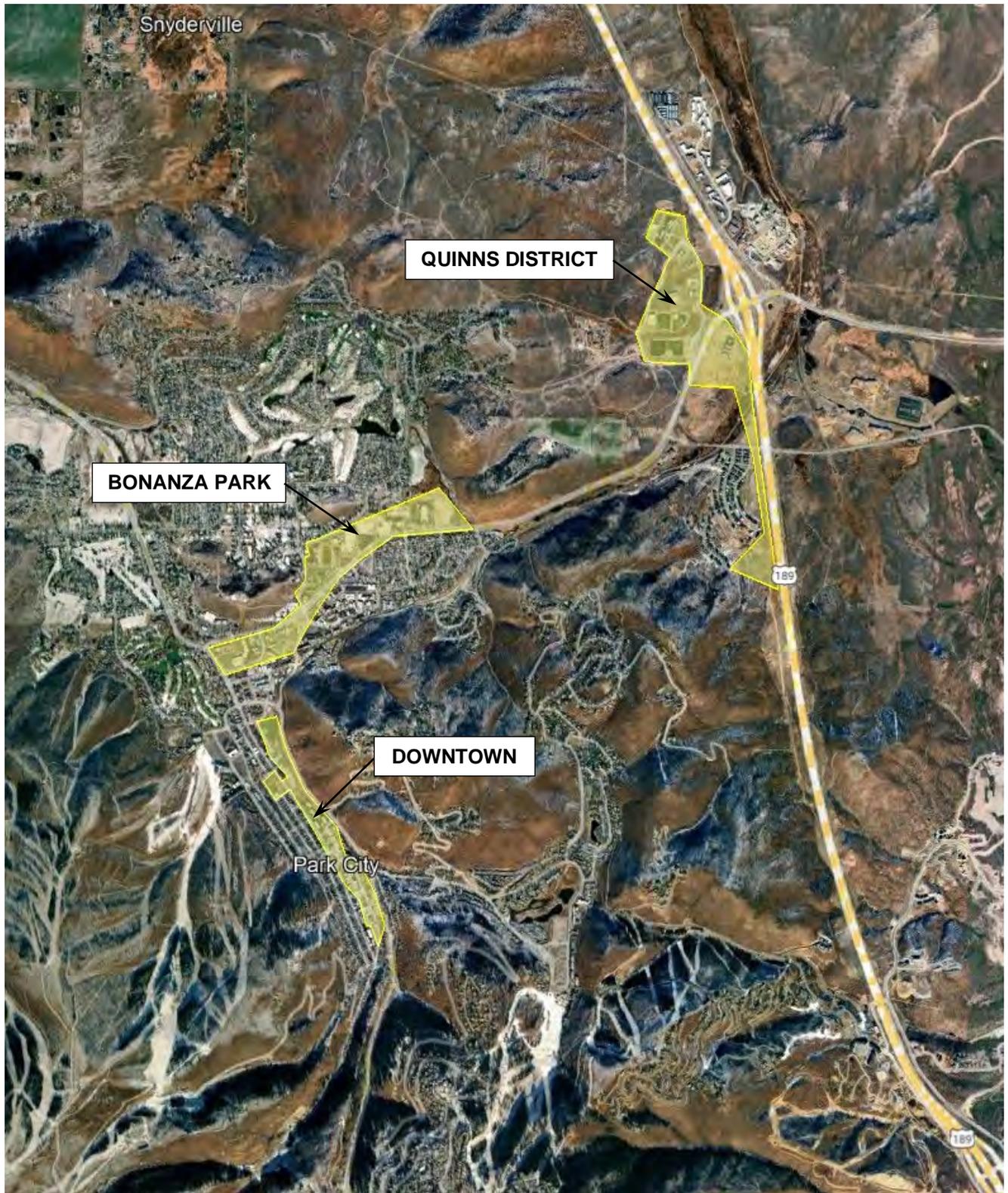
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Biek, R.F. 2022. Geologic Map of the Park City East Quadrangle, Summit and Wasatch Counties, Utah. Map 296DM. Utah Geological Survey. Salt Lake City, Utah.

Biek, R.F., W.A. Yonkee, and W.D. Loughlin. 2022. Geologic Map of the Park City West Quadrangle, Summit and Salt Lake Counties, Utah. Map 297DM. Utah Geological Survey. Salt Lake City, Utah

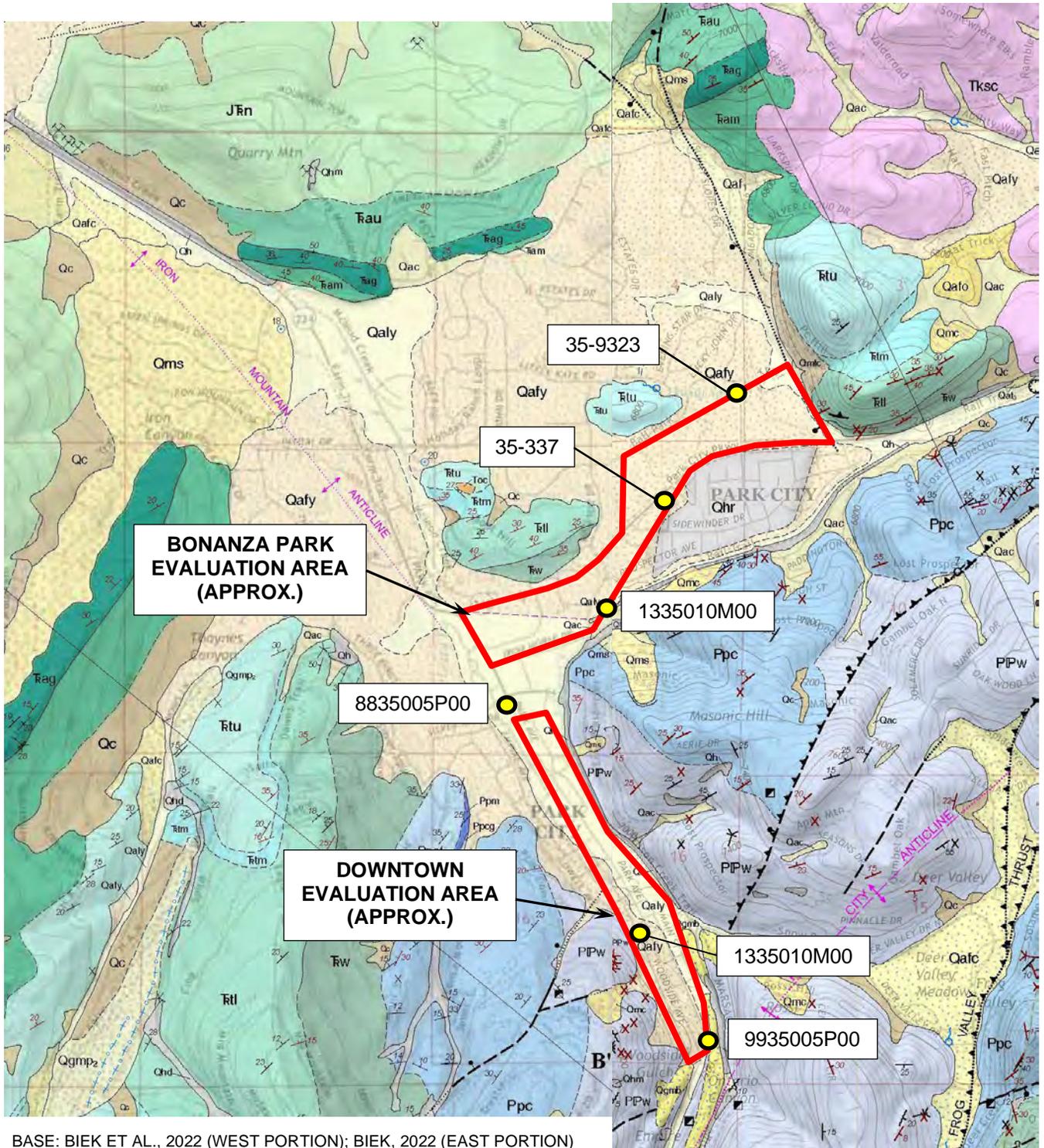
Holmes, W.F., K.R. Thompson, and M. Enright. 1986. Water Resources of the Park City Area, Utah with Emphasis on Ground Water. Technical Publication No. 85. Utah Department of Natural Resources. Salt Lake City, Utah.



BASE: GOOGLE EARTH IMAGE DATED 11/9/2024

**FIGURE 1. AREAS EVALUATED.**





**FIGURE 2. SURFACE GEOLOGY OF THE DOWNTOWN AND BONANZA PARK EVALUATION AREAS, WITH LOCATIONS OF DRILLER'S LOGS.**







**ATTACHMENT A**

Borehole Logs

# Utah Division of Water Rights



## WELLPRT Well Log Information Listing

Version: 2003.09.18.00      Rundate: 10/09/2003 07:38 PM

Utah Division of Water Rights

### Water Well Log      35-337

**LOCATION:**

S 944 ft W 1175 ft from NE CORNER of SECTION 9 T 2S R 4E BASE SL      Elevation:      feet

**DRILLER ACTIVITIES:**

ACTIVITY # 1 NEW WELL  
 DRILLER: D&H DRILLING INC      LICENSE #: 541  
 START DATE: 07/26/1948      COMPLETION DATE: 09/19/1948

**BOREHOLE INFORMATION:**

Depth(ft)	Diameter(in)	Drilling Method	Drilling Fluid
From	To		
0	446	16.0	

**LITHOLOGY:**

Depth(ft)	Lithologic Description	Color	Rock Type
From	To		
0	5 SAND, GRAVEL SAND & GRAVEL		
5	9 SAND SOLID SAND		
9	35 CLAY, GRAVEL GRAVEL & CLAY		
35	66 CLAY, GRAVEL GRAVEL & CLAY		
66	70 WATER-BEARING, GRAVEL LOOSE GRAVEL SOME WATER		LOOSE GRAVEL
70	165 CLAY, GRAVEL GRAVEL & CLAY		
165	175 CLAY, GRAVEL QUARTZITE CLAY AND FINE GRAVEL		
175	200 CLAY		
200	210 CLAY, GRAVEL		
210	215 WATER-BEARING, GRAVEL		
215	260 CLAY QUARTZITE LIME AND CLAY		
260	295 OTHER	RED	SHALE
295	315 WATER-BEARING, OTHER	RED	SHALE
315	360 GRAVEL, OTHER RED SHALE QUARTZITE AND GRAVEL	RED	SHALE
360	365 OTHER HARD LIME AND QUARTZITE SHELL		SEE COMMENTS
365	425 GRAVEL, OTHER RED SHALE, QUARTZITE AND GRAVEL	RED	SHALE
425	432 GRAVEL, OTHER COARSE GRAVEL, RED SHALE, WATER STRONG SULPHUR ODOR.		SEE COMMENTS
432	445 GRAVEL, OTHER RED SHALE, QUARTZITE AND GRAVEL	RED	SHALE
445	446 OTHER BEDROCK (VERY HARD)		BEDROCK

**WATER LEVEL DATA:**

Date	Time	Water Level (feet) (-)above ground	Status
09/22/1948		20.00	STATIC

**CONSTRUCTION - CASING:**

Depth(ft) From	Material	Gage(in)	Diameter(in)
0	446		12

**CONSTRUCTION - SCREENS/PERFORATIONS:**

Depth(ft) From	Screen(S) or Perforation(P)	Slot/Perf. siz	Screen Diam/Length	Perf(in)	Screen Type/# Perf.
305	403	PERFORATION	10.0		PERF LINER
398	446	PERFORATION	6.00		PERF LINER

**WELL TESTS:**

Date	Test Method	Yield (CFS)	Drawdown (ft)	Time Pumped (hrs)
09/22/1948		.624		

**GENERAL COMMENTS:**

CONSTRUCTION INFORMATION  
 Size/Kind of casing: New 16" steel 5/16 wall, new 12" standard  
 305 10' perforated liner set 305' to 403'; 6" perforated liner  
 398' to 446'  
 Additional data not available

# Utah Division of Water Rights



## WELLPRT Well Log Information Listing

Version: 2003.09.18.00 Rundate: 10/09/2003 02:23 AM

### Utah Division of Water Rights

## Water Well Log 35-9323

#### LOCATION:

N 648 ft W 180 ft from SE CORNER of SECTION 4 T 2S R 4E BASE SL Elevation: feet

#### DRILLER ACTIVITIES:

ACTIVITY # 1 NEW WELL  
 DRILLER: ROSS DRILLING & CONSTRUCTION INC LICENSE #: 346  
 START DATE: 05/12/1989 COMPLETION DATE: 06/16/1989

#### BOREHOLE INFORMATION:

Depth(ft)	Diameter(in)	Drilling Method	Drilling Fluid
From To			
0 327	15.0	ROTARY	

#### LITHOLOGY:

Depth(ft)	Lithologic Description	Color	Rock Type
From To			
0 185	OTHER ALLUVIAL FILL		ALLUVIAL FILL
185 188	OTHER HARD LIMESTONE		HARD LIMESTONE
188 190	SAND SAND		
190 327	LIMESTONE HARD & FRACTURED		LIMESTONE

#### WATER LEVEL DATA:

Date	Time	Water Level (feet)	Status
06/16/1989		-11.55	(-)above ground

#### CONSTRUCTION - CASING:

Depth(ft)	Material	Gage(in)	Diameter(in)
From To			
0 24		.250	24.0
0 252		.375	16.0

#### CONSTRUCTION - FILTER PACK/ANNULAR SEALS

Depth(ft)	Material	Amount	Density(pcf)
From To			
0 252	CEMENT 4% BENTONITE		

#### WELL TESTS:

Date	Test Method	Yield (CFS)	Drawdown (ft)	Time Pumped (hrs)
06/16/1989	PUMP TEST	3.342	62	24

#### GENERAL COMMENTS:

CONSTRUCTION INFORMATION:  
 aDDITIONAL DATA NOT AVAILABLE



# WELL DRILLER'S REPORT

State of Utah

## Division of Water Rights

For additional space, use "Additional Well Data Form" and attach

**Well Identification**

Non-Production Well: **1335010M00**

WIN: 437180

**Owner**

*Note any changes*

RAMCO CONSTRUCTION/MUELLER RESIDENCE  
C/O SOUND GEOTHERMAL CORP.  
3962 ALPINE VALLEY CIRCLE  
SANDY, UT 84060

Contact Person/Engineer: \_\_\_\_\_

**Well Location**

*Note any changes*

S 620 W 1440 from the E4 corner of section 16, Township 2S, Range 4E, SL B&M

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

**Drillers Activity**

Start Date: 10-17-13

Completion Date: 11-15-13

Check all that apply:  New  Repair  Deepen  Clean  Replace  Public Nature of Use: Heat Exchange wells  
If a replacement well, provide location of new well. \_\_\_\_\_ feet north/south and \_\_\_\_\_ feet east/west of the existing well.

DEPTH (feet) FROM TO		BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
0	370	5.5	mud rotary	water bentonite

**Well Log**

DEPTH (feet) FROM TO		WATER	PERMEABLE		UNCONSOLIDATED						CONSOLIDATED	ROCK TYPE	COLOR	DESCRIPTION AND REMARKS (e.g., relative %, grain size, sorting, angularity, bedding, grain composition density, plasticity, shape, cementation, consistency, water bearing, odor, fracturing, mineralogy, texture, degree of weathering, hardness, water quality, etc.)	
			High	Low	CLAY	SAND	GRAVEL	COBBLES	BOULDER						
0	65				X										
65	110														sandstone, Quartz
110	370														Black sandstone, Quartz (Hard)

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NOV 29 2013

WATER RIGHTS  
SALT LAKE

CK

**Static Water Level**

Date n/a Water Level \_\_\_\_\_ feet Flowing?  Yes  No  
Method of Water Level Measurement \_\_\_\_\_ If Flowing, Capped Pressure \_\_\_\_\_ PSI  
Point to Which Water Level Measurement was Referenced \_\_\_\_\_ Elevation \_\_\_\_\_  
Height of Water Level reference point above ground surface \_\_\_\_\_ feet Temperature \_\_\_\_\_ degrees  C  F

**Construction Information**

DEPTH (feet)		CASING			DEPTH (feet)		<input type="checkbox"/> SCREEN	<input type="checkbox"/> PERFORATIONS	<input type="checkbox"/> OPEN BOTTOM
FROM	TO	CASING TYPE AND MATERIAL/GRADE	WALL THICK (in)	NOMINAL DIAM. (in)	FROM	TO	SCREEN SLOT SIZE OR PERF SIZE (in)	SCREEN DIAM. OR PERF LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per round/interval)
0	370	1.25" Polyethylene							
		loop							

Well Head Configuration: N/A Access Port Provided?  Yes  No  
 Casing Joint Type: \_\_\_\_\_ Perforator Used: \_\_\_\_\_  
 Was a Surface Seal Installed?  Yes  No Depth of Surface Seal: \_\_\_\_\_ feet Drive Shoe?  Yes  No  
 Surface Seal Material Placement Method: \_\_\_\_\_

Was a temporary surface casing used?  Yes  No If yes, depth of casing: \_\_\_\_\_ feet diameter: \_\_\_\_\_ inches

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION	Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)
0	370	Thermal Grout .88	17 units	63% solids 135 lbs/gal
		1 unit = 50# bentonite 200# sand 18 GAL water		

**Well Development and Well Yield Test Information**

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		
	<u>n/a</u>					

**Pump (Permanent)**

Pump Description: N/A Horsepower: \_\_\_\_\_ Pump Intake Depth: \_\_\_\_\_ feet  
 Approximate Maximum Pumping Rate: \_\_\_\_\_ Well Disinfected upon Completion?  Yes  No

**Comments**

Description of construction activity, additional materials used, problems encountered, extraordinary Circumstances, abandonment procedures. Use additional well data form for more space.

Drilled 7 bores x 370. Install 1.25" loop into each bore. Backfill all bores with thermal Grout .88 From Bottom to surface

**Well Driller Statement**

This well was drilled and constructed under my supervision, according to applicable rules and regulations, and this report is complete and correct to the best of my knowledge and belief.

Name BERTRAM DRILLING INC

License No. 712

Signature

Mike Decker  
(Licensed Well Driller)

Date 11-26-13

# WELL DRILLER'S REPORT

State of Utah

Division of Water Rights

For additional space, use "Additional Well Data Form" and attach

**Well Identification**

Water Right or Application: 2435026M00

WIN: 449687

**Owner**

*Note any changes*

Valley Resort Company, LLC  
C/O Alterra Mountain Company  
3501 Wazee St 400  
Denver, CO 80213

Contact Person/Engineer: John Russell

**Well Location**

*Note any changes*

N 2219' E 3032' from the SW corner of section 09, Township 2S, Range 4E, SL B&M

MW-3

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

**Drillers Activity**

Start Date: 11/14/2024 Completion Date: 11/15/2024

Check all that apply:  New  Repair  Deepen  Replace

Nature of Use: Monitor

If a replacement well, provide location of new well. \_\_\_\_\_ feet north/south and \_\_\_\_\_ feet east/west of the existing well.

DEPTH (feet)		BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
FROM	TO			
0	33.5	2.25	direct push	n/a

DEPTH (feet)	WATER PERMEABLE	UNCONSOLIDATED						CONSOLIDATED		ROCK TYPE	COLOR	DESCRIPTION AND REMARKS (e.g., relative %, grain size, sorting, angularity, bedding, grain composition density, plasticity, shape, cementation, consistency, water bearing, odor, fracturing, mineralogy, texture, degree of weathering, hardness, water quality, etc.)
		CLAY	SAND	GRAVEL	COBBLES	BOULDER	OTHER					
0	11		XX							dk brn	silty clay	
11	22	X	XXX							brn	clayey silt w/some sand	
22	24	X	XX							brn	silty fine sand	EMAILED
24	29	X	XX							brn	silty clay	RECEIVED
29	30								Quartz	white		
30	31.5	X	XX							brn	clayey silt	DEC 03 2024
31.5	32.5	X	XXXX							brn	clayey silty gravel	WATER RIGHTS SALT LAKE
32.5	33.5	X	X							brn/red	red brn clay	RECEIVED

**Static Water Level**

Date: 11/18/24 Water Level: 31.0 feet Flowing?  Yes  No

Method of Water Level Measurement: WL Meter If Flowing, Capped Pressure: \_\_\_\_\_ PSI

Point to Which Water Level Measurement was Referenced: TOC Elevation: \_\_\_\_\_

Height of Water Level reference point above ground surface: \_\_\_\_\_ feet Temperature: \_\_\_\_\_ degrees  C  F

DEC 06 2024

WATER RIGHTS SALT LAKE

Driller Name: E.T. TECHNOLOGIES, INC.

License No. 955

Well Log

SCANNED IP

**Construction Information**

DEPTH (feet)		CASING			DEPTH (feet)		<input type="checkbox"/> SCREEN	<input type="checkbox"/> PERFORATIONS	<input type="checkbox"/> OPEN BOTTOM
FROM	TO	CASING TYPE AND MATERIAL/GRADE	WALL THICK (in)	NOMINAL DIAM (in)	FROM	TO	SCREEN SLOT SIZE OR PERF SIZE (in)	SCREEN DIAM OR PERF LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per round/interval)
0	22.5	PVC	Sch40	1.5	22.5	32.5	10	1.5	PVC

Well Head Configuration: locking expanding cap Access Port Provided?  Yes  No  
 Casing Joint Type: threaded Perforator Used: n/a  
 Was a Surface Seal Installed?  Yes  No Depth of Surface Seal: 1.5 feet Drive Shoe?  Yes  No  
 Surface Seal Material Placement Method: concrete flush mount  
 Was a temporary surface casing used?  Yes  No If yes, depth of casing: \_\_\_\_\_ feet diameter: \_\_\_\_\_ inches

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION	Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)
0	1.5	concrete flush mount	75 lbs	
1.5	3.0	hydrated bentonite chips	10 lbs	
3.0	32.5	natural cave in <u>material</u>		

**Well Development and Well Yield Test Information**

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		

**Pump (Permanent)**

Pump Description: \_\_\_\_\_ Horsepower: \_\_\_\_\_ Pump Intake Depth: \_\_\_\_\_ feet  
 Approximate Maximum Pumping Rate: \_\_\_\_\_ Well Disinfected upon Completion?  Yes  No

**Comments** Description of construction activity, additional materials used, problems encountered, extraordinary Circumstances, abandonment procedures. Use additional well data form for more space.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Well Driller Statement**

This well was drilled and constructed under my supervision, according to applicable rules and regulations, and this report is complete and correct to the best of my knowledge and belief.

Name E.T. TECHNOLOGIES, INC. License No. 955  
 Signature [Signature] Date 12/3/2024  
(Licensed Well Driller)

# Utah Division of Water Rights



## WELLPRT Well Log Information Listing

Version: 2003.09.18.00 Rundate: 10/09/2003 04:16 AM

Utah Division of Water Rights

### Water Well Log 8835005P00

#### LOCATION:

N 575 ft E 845 ft from SW CORNER of SECTION 9 T 2S R 4E BASE SL Elevation: feet

#### OWNER(S):

OWNER: PARK CITY MUNICIPAL CORP  
ADDRESS: 10 IRON HORSE PARKY  
CITY: PARK CITY STATE: UT ZIP:

#### DRILLER ACTIVITIES:

ACTIVITY # 1 NEW WELL  
DRILLER: BASIN & RANGE DRILLING CO LICENSE #: 354  
START DATE: / / COMPLETION DATE: / /

#### BOREHOLE INFORMATION:

Depth(ft)	Diameter(in)	Drilling Method	Drilling Fluid
From To			
0 520	10	CABLE	

#### LITHOLOGY:

Depth(ft)	Lithologic Description	Color	Rock Type
From To			
0 10	CLAY,SILT,GRAVEL,OTHER SILT; DUSKY YELLOWISH BROWN W/OCCASIONAL SM. GRAVELS & ABUNDANT CLAY; GRAVEL FRAGMENTS; PREDOMINANTLY DARK GREY SHALE W/SOME QUARTZITE		SHALE
10 15	CLAY,SILT,GRAVEL SILTY CLAY W/GRAVEL. SHALE, QUARTZITE AND SANDSTONE		
15 30	SILT,SAND,GRAVEL,OTHER SILTY GRAVEL W/SAND & ABUNDANT CLAY; PREDOMINANTLY QUARTZITE W/SOME YELLOW SANDSTONE & DARK GREY SHALE FRAGMENTS; VERY COARSE GRAINED SAND		SANDSTONE
30 50	CLAY,OTHER GRAVELLY CLAY; DARK RED SANDSTONE, DARK GREY SHALE & QUARTZITE		SHALE
50 55	SILT,GRAVEL GRAVELLY SILT;		
55 60	SILT,GRAVEL SILTY GRAVEL; MODERATE BROWN GRAVELS UP TO 1/2" DIAMETER. PREDOMINATELY QUARTZITEM SINE SABDSTIBE		
60 85	CLAY,GRAVEL GRAVELLY SILT; DARK RES SANDSTONE, DARK GREY SHALE & QUARTZITE.		
85 110	CLAY,SILT,GRAVEL CLAYEY GRAVEL; MODERATE BROWN W/ABUNDANT SILT. PREDOMINANTLY QUARTZITE AND YELLOW SANDSTONE		
110 140	CLAY,SILT,SAND,GRAVEL CLAYEY SAND; MODERATE BROWN, MEDIUM TO VERY COASRE GRAINED W/OCCASSIONAL SMALL GRAVELS AND ABUNDANT SILT. INCREASE IN SAND AND GRAVEL CONTENT AND GRVEL SIZE AT 125 FEET		
140 235	CLAY,SILT,SAND SANDY SILT; MODERATE BROWN, COARSE TO VERY COARSE GRAINED SAND, PREDOMINATELY QUARTZITE, WITH ABUNDANT CLAY		
235 270	OTHER	MED/DK GREY	LIMESTONE

		SHALEY LIMESTONE; MEDIUM TO DARK GREY, HIGHLY WEATHERED, BECOMING LESS WEATHERED FROM 245 TO 270 FEET		
270	345	OTHER LIMESTONE; VERY DARK BROWN TO MEDIUM GREY, MODERATELY WELL INDURATED TO VERY HARD, WITH OCCASIONAL FRAGMENTS OF WHITE, VEIN-FILLING CHERT AND TRACE FRAGMENTS OF BLACK CHERT AND MOTTLED GREY QUARTZITE. VERY HARD AT 330 FEET.		
345	355	OTHER CALCAREOUS QUARTZITE; YELLOW TO MEDIUM GREY, MODERATELY WELL INDURATED SLIGHTLY SHALEY, W/OCCASIONAL FRAGMENTS OF WHITE LIMESTONE & BLACK CHERT		QUARTZITE
355	405	OTHER LIMESTONE, MEDIUM TO DARK GREY, MASSIVE, WELL INDURATED TO ERY WELL INDURATED, WITH THIN STRINGERS OF YELLOW CALCAREOUS QUARTZITE. BECOMES LESS INDURATED AND SLIGHTLY FRACTURED AT 395 FT.		LIMESTONE
405	425	OTHER CALCAREOUS QUARTZITE; YELLOW, MODERATELY WELL INDURATED, SLIGHTLY SHALEY.	YELLOW	QUARTZITE
425	435	OTHER SHALEY LIMESTONE, LIGHT TO MEDIUM GREY, WITH OCCASIONAL FRAGMENTS OF BLACK CHERT; THINLY BEDDED WITH YELLOW QUARTZITE		LIMESTONE
435	440	OTHER CALCAREOUS QUARTZITE.		QUARTZITE
440	445	OTHER SHALEY LIMESTONE, LIGHT TO MEDIUM GREY.	LT/MED GREY	LIMESTONE
445	500	OTHER CALCAREOUS QUARTZITE, EYLLow, WELL INDURATD. BECOMES SHALEY AND WEATHERED AT 465 FT.	YELLOW	QUARTZITE
500	510	OTHER QUARTZITE, SLIGHTLY CALCAREOUS, YELLOW, MODERATELY WELL INDURATED.		QUARTZITE
510	520	OTHER QUARTZITE, SANDY AND SLIGHTLY CALCAREOUS, YELLOW, WEATHERED, WITH OCCASIONAL FRAGMENTS OF CALCITE. BOTTOM OF BORING AT 520 FT.		QUARTZITE

**CONSTRUCTION - CASING:**

Depth(ft)		Material	Gage(in)	Diameter(in)
From	To			
0	235	NEW	.375	10

**WELL TESTS:**

Date	Test Method	Yield (CFS)	Drawdown (ft)	Time Pumped (hrs)
03/27/1989	SLUG	.223		

**GENERAL COMMENTS:**

Well test: Slug - Take 100 gal/min with 50 ft. rise after 4 hours

# Utah Division of Water Rights



## WELLPRT Well Log Information Listing

Version: 2003.09.18.00 Rundate: 10/12/2003 06:56 AM

### Utah Division of Water Rights

## Water Well Log 9935005P00

#### LOCATION:

S 150 ft W 300 ft from NE CORNER of SECTION 21 T 2S R 4E BASE SL Elevation: feet

#### OWNER(S):

OWNER: PARK CITY MUNICIPAL CORPORATION  
 ADDRESS: P O BOX 1480  
 CITY: PARK CITY STATE: UT ZIP: 84060  
 REMARKS: 4356155310C/O JERRY GIBBS

#### DRILLER ACTIVITIES:

ACTIVITY # 1 NEW WELL  
 DRILLER: LANG EXPLORATORY DRILLING INC LICENSE #: 568  
 START DATE: 10/18/1999 COMPLETION DATE: 11/01/1999

#### BOREHOLE INFORMATION:

Depth(ft) From	To	Diameter(in)	Drilling Method	Drilling Fluid
0	66	12.2	ROTARY	AIR & WATER
66	760	6.31	REVERSE CIR (ROTARY)	AIR & WATER
760	1865	6	REVERSE CIR (ROTARY)	AIR, WATER & BENTONI

#### LITHOLOGY:

Depth(ft) From	To	Lithologic Description	Color	Rock Type
0	40	HIGH-PERMEABILITY, SAND, GRAVEL, COBBLES		ALLUVIUM
40	410	HIGH-PERMEABILITY, OTHER LOWER WEBE FORMATION	ORANGE & GRA	SANDSTONE
410	420	LOW-PERMEABILITY, OTHER FAULT ZONE	YELLOW/BRN	SANDST & LIME
420	445	OTHER SOME CHERT	LT BRN	MUDSTONE
445	530	HIGH-PERMEABILITY, OTHER MIDDLE WEBER FORMATION	GRAY & BRN	SANDSTONE
530	590	LOW-PERMEABILITY, CLAY FAULT ZONE	YELLOW/BRN	STICKY CLAY
590	730	HIGH-PERMEABILITY, OTHER MIDDLE WEBER FORMATION	GRAY & BRN	SANDSTONE
730	750	OTHER	PALE ORANGE	LIMESTONE
750	1125	HIGH-PERMEABILITY, OTHER MIDDLE WEBER FORMATION	ORANGE/BRN	SANDSTONE
1125	1140	OTHER SOME FINE-GRAINED SANDSTONE	DARK GRAY	MUDSTONE
1140	1255	HIGH-PERMEABILITY, OTHER	GRAY & BRN	SANDSTONE
1255	1265	OTHER FAULT ZONE	LIGHT GRAY	LIMESTONE & CL
1265	1295	OTHER UPPER WEBER FORMATION	DARK GRAY	CLAY LIMESTONE
1295	1325	OTHER	DARK GRAY	SILTSTONE
1325	1450	HIGH-PERMEABILITY, OTHER	GRAY & BRN	SANDSTONE
1450	1460	OTHER	GRAY	LIMESTONE
1460	1490	HIGH-PERMEABILITY, OTHER	GRAY & BRN	SANDSTONE
1490	1500	OTHER	GRAY	LIMESTONE

1500	1590	HIGH-PERMEABILITY,OTHER	GRAY & BRN	SANDSTONE
1590	1595	OTHER	GRAY	LIMESTONE
1595	1597	CLAY	GRAY	CLAY
		FAULT ZONE		
1597	1650	HIGH-PERMEABILITY,OTHER	GRAY & BRN	SANDSTONE
1650	1660	OTHER	YELLOW/BROWN	SANDSTONE
		FAULT ZONE		
1660	1670	OTHER	GRAY	LIMESTONE
		MIDDLE HUMBUG FORMATION		
1670	1681	OTHER	GRAY	SANDSTONE
1681	1684	OTHER	GRAY & BROWN	LIMESTONE
1684	1686	CLAY	YELLOW/BRN	STICKY CLAY
		FAULT ZONE		
1686	1850	OTHER	GRAY & ORANG	SANDSTONE
		LOWER HUMBUG FORMATION		
1850	1860	OTHER	GRAY	LIMSTONE
		SILTY LIMESTONE		

**WATER LEVEL DATA:**

Date	Time	Water Level (feet)	Status
		(-)above ground	
10/30/1999		125.00	STATIC

**CONSTRUCTION - CASING:**

Depth(ft)	Material	Gage(in)	Diameter(in)
From To			
0 66	LOW CARBON STEEL	.025	7

**CONSTRUCTION - FILTER PACK/ANNULAR SEALS**

Depth(ft)	Material	Amount	Density(pcf)
From To			
0 100	PORTLAND CEMENT	24 BAGS	384
100 1865	BENTONITE SLURRY HOLE		

**GENERAL COMMENTS:**

CONSTRUCTION INFORMATION:  
 Well Head configuraiton: no data available  
 Casing Joint Type; no data available  
 Perforatoar used: no data available  
 Filter Pack: 0 - 100 Sealed Hole with Portland Cement  
 100-1865 Displaced a 60 vis. bentonite slurry hole  
 ADDITIONAL DATA NOT AVAILABLE

# WELL DRILLER'S REPORT

State of Utah

## Division of Water Rights

For additional space, use "Additional Well Data Form" and attach

### Well Identification

Non-Production Well: **1735006M00**

WIN: 441435

### Owner

*Note any changes*

ICORR TECHNOLOGIES FOR QUESTAR GAS  
C/O SHANNON CARTER  
5883 HIGHLAND DR.  
MORGAN, UT 84050

Contact Person/Engineer: \_\_\_\_\_

### Well Location

*Note any changes*

N 75 W 983 from the S4 corner of section 35, Township 1S, Range 4E, SL B&M

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

### Drillers Activity

Start Date: 11-16-17 Completion Date: 11-18-17

Check all that apply:  New  Repair  Deepen  Clean  Replace  Public Nature of Use: \_\_\_\_\_

If a replacement well, provide location of new well. \_\_\_\_\_ feet north/south and \_\_\_\_\_ feet east/west of the existing well.

DEPTH (feet) FROM TO		BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
0	150	14	Mud Rotary	Bentonite water
150	240	9 7/8	"	"

### Well Log

DEPTH (feet) FROM TO	WATER	PERMEABLE High Low	UNCONSOLIDATED							CONSOLIDATED		ROCK TYPE	COLOR	DESCRIPTION AND REMARKS (e.g., relative %, grain size, sorting, angularity, bedding, grain composition density, plasticity, shape, cementation, consistency, water bearing, odor, fracturing, mineralogy, texture, degree of weathering, hardness, water quality, etc.)
			CLAY	SAND	GRAVEL	COBBLES	BOULDER	OTHER						
0	40		X	Y								Brown	Brown clay w/coarse Brown sand	
40	80		X									Brown		
80	90										Sandstone	Brown		
90	130		X									Grey		
130	160										Shale	Grey		
160	170		X	Y								Grey	Grey clay w/Brown sand	
170	240										Shale	Grey		

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DEC 04 2017

WELL LOG # 1735006M00

### Static Water Level

Date \_\_\_\_\_ Water Level \_\_\_\_\_ feet Flowing?  Yes  No  
 Method of Water Level Measurement \_\_\_\_\_ If Flowing, Capped Pressure \_\_\_\_\_ PSI  
 Point to Which Water Level Measurement was Referenced \_\_\_\_\_ Elevation \_\_\_\_\_  
 Height of Water Level reference point above ground surface \_\_\_\_\_ feet Temperature \_\_\_\_\_ degrees  C  F

**Construction Information**

DEPTH (feet)		CASING			DEPTH (feet)		<input type="checkbox"/> SCREEN	<input type="checkbox"/> PERFORATIONS	<input type="checkbox"/> OPEN BOTTOM
FROM	TO	CASING TYPE AND MATERIAL/GRADE	WALL THICK (in)	NOMINAL DIAM. (in)	FROM	TO	SCREEN SLOT SIZE OR PERF. SIZE (in)	SCREEN DIAM. OR PERF. LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per round/interval)
0	150	PVC		10					

Well Head Configuration: cathodic Access Port Provided?  Yes  No  
 Casing Joint Type: Blue Perforator Used: NO  
 Was a Surface Seal Installed?  Yes  No Depth of Surface Seal: 150 feet Drive Shoe?  Yes  No  
 Surface Seal Material Placement Method: Pressure grout  
 Was a temporary surface casing used?  Yes  No If yes, depth of casing: \_\_\_\_\_ feet diameter: \_\_\_\_\_ inches

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION	Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)
0	<del>0</del> 150	Bentonite Grout 30 lbs/b	41	50 lbs bags

**Well Development and Well Yield Test Information**

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		

**Pump (Permanent)**

Pump Description: \_\_\_\_\_ Horsepower: \_\_\_\_\_ Pump Intake Depth: \_\_\_\_\_ feet  
 Approximate Maximum Pumping Rate: \_\_\_\_\_ Well Disinfected upon Completion?  Yes  No

**Comments**

Description of construction activity, additional materials used, problems encountered, extraordinary Circumstances, abandonment procedures. Use additional well data form for more space.

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 DEC 04 2017  
 WATER RIGHTS  
 SALT LAKE

**Well Driller Statement**

This well was drilled and constructed under my supervision, according to applicable rules and regulations, and this report is complete and correct to the best of my knowledge and belief.

Name ICORR TECHNOLOGIES, INC. License No. 869  
(Person, Firm, Corporation - Print or Type)  
 Signature [Signature] Date 12-1-17  
(Licensed Well Driller)

**Park City Municipal Corporation (“PCMC” or “City”)**

**REQUEST FOR PROPOSALS (“RFP”) (NON-BID) FOR**

***Geothermal Energy Network Development***

***Respondents or their agents are instructed not to contact or seek references from City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council and Planning Commission, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.***

REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (Respondent) to provide development and planning for heating and cooling districts using thermal energy networks for core Park City areas.

PROPOSALS DUE: By [insert due date and time i.e., Friday, September 5<sup>th</sup>, 2025 at 5:00 P.M] at p.m.

Submit proposals electronically [*insert via Utah Public Procurement Place (“U3P”) or via email to \_\_\_\_\_*]. The proposals will be opened after the submission deadline.

RFP AVAILABLE: The RFP will be available on Monday, August 18<sup>th</sup>, 2025 on the [insert U3P and/or PCMC website.] Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on [*insert U3P and/or PCMC Website*]. It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing to [*insert U3P website or other method*] by Wednesday, August 27<sup>th</sup> at 5:00 PM. **Please do not submit the same question multiple times.**

PROJECT LOCATION: Bonanza Park and Main Street Districts, see Exhibit A

PROJECT DESCRIPTION (brief): Development and planning for heating and cooling districts using thermal energy networks for core Park City areas, as described in Exhibit A.

PROJECT DEADLINE (if applicable): \_\_\_\_\_

OWNER: Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

CONTACT: Luke Cartin  
Luke.cartin@parkcity.gov

**Proposals will remain valid for 90 days after submission. PCMC reserves the right to reject any or all proposals received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in proposals received when in the best interest of PCMC.**

**I. Overview.**

Park City Municipal Corporation (PCMC) is seeking proposals from qualified firms for the development of geothermal energy networks (Ambient Temperature Loops) in the Bonanza Park and Main Street areas, in line with findings from the recent feasibility study (Exhibit A).

**II. Project Goals**

- Advance the planning and design of heating and cooling districts using networked ambient temperature loops.
- Support community resilience, reduce fossil fuel dependency, and lower peak electricity demand by 25%.
- Incorporate renewable thermal or waste heat assets.

### **III. Scope of Project.**

#### **1. Site-Specific Geotechnical/Thermal Testing**

- Drill 1 to 2 test boreholes, pending permissions from water quality regulatory authorities
- Conduct thermal conductivity tests to guide borefield sizing and storage design.

#### **2. Thermal Resource Refinement**

- Install metering or conduct live sampling of wastewater and mine water.
- Evaluate potential access to elevated geothermal temperatures from nearby sites (e.g. Mayflower system).

#### **3. Stakeholder Engagement**

- Meet with property owners to assess interest in system connection.

#### **4. Load Profiling**

- Develop heating/cooling demand profiles for potential participants.

#### **5. Retrofit Assessments**

- Assess current HVAC systems and propose retrofit strategies, including hybridized systems.

#### **6. Regulatory Review**

- Identify and analyze relevant local/state regulatory requirements and risks.

#### **7. Economic and Governance Modeling**

- Propose business and funding models for ownership, operation, and cost recovery.

#### **8. Additional Analysis**

- Develop preliminary infrastructure costs.
- Projected utility savings.
- Funding and partnership opportunities.

#### **9. Final Deliverables**

- Comprehensive report with phased implementation plan.
- Presentation to City Council.

### **IV. Proposal Requirements**

- **Company Profile:** Firm qualifications and experience.
- **Key Personnel:** Resumes and relevant credentials (CGD, IGSHPA, or PE with geothermal experience).

- **Project Understanding & Approach:** Narrative describing the team’s grasp of project goals and methodology.
- **Work Plan & Budget:** Timeline, milestones, and fee structure.
- **Compliance Statement:** Understanding of local/state geothermal regulations.
- **Cost Proposal:** Include costs for individual project components (include as a separate attachment).

Joint proposals from consultants are welcome. A history of consultant team members working together for such project deliveries is preferable.

If Respondent proposes to use a third party (subcontractor, subconsultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.

Proposals will be evaluated on the criteria listed below.

Proposals are limited to ten pages (excluding resumes and attachments).

Proposals will be scored using the following criteria:

- **Experience and Qualifications:** 30%
- **Project Understanding & Approach:** 30%
- **Project Plan & Budget:** 25%
- **Cost Proposal:** 15%

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the Respondent which, in the committee's sole judgment, is best able to provide Geothermal energy networks development.

**NOTE: Price may not be the sole deciding factor.**

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract may be subject to approval by City Council.

**V. Government Records Access and Management Act.**

PCMC will maintain a nonpublic process for the duration of this solicitation in accordance with Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). Pursuant to Utah Code § 63G-2-305(6), all records related to this RFP, including but not limited to proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records during the procurement process. After execution of a contract, all submittals will be treated as public records in accordance with the requirements of GRAMA unless otherwise claimed by the Respondent as exempt from disclosure pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims an exemption from disclosure marked as “Confidential” and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped “Confidential.” Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of “Confidential” may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (“BCR Form”) is attached to this RFP as ***Attachment 1***. Respondent must submit a completed BCR Form at the time of submission of any proposal.

## **VI. Ethics.**

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

**REPRESENTATION REGARDING ETHICAL STANDARDS:** Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former 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 of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly

breached any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code.

#### **VII. Selection Process.**

Proposals will be evaluated on the criteria listed in Section III, Contents of Proposal and Evaluation Criteria, above.

The selection process will proceed on the following anticipated schedule *[insert dates for each item, if applicable]*:

- a. A selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review and evaluate all proposals.
- b. The selection committee may conduct interviews with the highest ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.
- c. Final selection of the top-ranked proposal and preparation of contract.
- d. All contracts with an aggregate cost over the term that exceeds \$100,000 require approval of the City Council.
- e. Contract execution.

Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked Respondent. In the event that an agreement is not reached, PCMC may enter into negotiations with the next highest-ranked Respondent.

#### **VIII. PCMC Standard Agreement Required.**

- a. The successful Respondent will be required to enter into PCMC's standard Professional Services Agreement. A form of the standard agreement is attached to this RFP as **Exhibit "B"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND**

**INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**

- c. A Respondent must be authorized to do business in Utah at the time of contract execution. If Respondent's address is within the Park City limits, a valid PCMC business license is required.

**IX. General Provisions.**

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC is committed to ensuring equitable and uniform treatment of all Respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- d. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.

- g. Local Businesses. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

**X. Exhibits (if applicable)**

Exhibit A: Phase 1 Geothermal Evaluation Report for Park City

Exhibit B: Sample Professional Services Agreement

Attachment 1: Business Confidentiality Request form



## City Council Staff Communications Report

**Subject:** June 26<sup>th</sup>, City Council Meeting

**Author:** Caroline Schlesinger

**Department:** Executive Office

**Date:** 8/1/2025

### Summary

At the June 26, 2025, City Council meeting, staff received direction on several operational and planning areas outside of formal motions, including HOA Financial Assistance, Aerial Transit, Snow Creek Tunnel, Staff Communications, Golf Net Installation, and the General Plan.

The notes below summarize Council guidance by topic and are being used by staff to follow up and for implementation.

### HOA Financial Assistance

A majority supported more information on an affordable loan or grant program managed by a local administrator.

### Aerial Transit

A majority agreed to explore the feasibility of the China Bridge and Richardson Flat to Snow Park routes, and no other routes. A majority also supported a discussion with our resort partners regarding Town Lift Plaza aerial options to replace the current lift and connect PCM and DV, while getting close to potential Cottonwood resort connections.

### Snow Creek Tunnel

Council clarified that this discussion focused on the at-grade HAWK signal rather than a tunnel option.

### Staff Communications

Council requested increased communication tools to support both the City Manager's Work Plan and public outreach related to Firewise initiatives and fire bans.

### Golf Net

Council supported up to a 50 ft net, tapering with grade from closer to the driving range to up the hill to lessen visual impact and retain effectiveness, including minimizing the size of the support structure per renderings and returning with a staff communications.

**General Plan**

After a considerable policy discussion was held about shortening the mission statement, including both a concise and a longer version, prioritization, and more, a majority of the Council asked to hold a joint meeting with the Planning Commission before bringing the General Plan back for final approval.



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**PARK CITY COUNCIL MEETING MINUTES - DRAFT**  
**445 MARSAC AVENUE**  
**PARK CITY, UTAH 84060**

**July 10, 2025**

The Council of Park City, Summit County, Utah, met in open meeting on July 10, 2025, at 3:30 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property and advice of counsel at 3:30 p.m. Council Member Dickey seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Rubell, and Toly

**EXCUSED:** Council Member Parigian

**CLOSED SESSION**

Council Member Parigian arrived at 3:33 p.m.

Council Member Dickey moved to adjourn from Closed Meeting at 4:45 p.m. Council Member Toly seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**WORK SESSION**

**COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

**Council Questions and Comments:**

Council Member Ciraco attended the rotary meeting and it included a presentation on dignity and civil discourse. Council Member Toly thought it would be good to bring that presentation to a Council meeting. Council Member Rubell stated he and Council Member Ciraco were the Transit liaisons and they rode on the launch of the Purple bus route to Bonanza Flat. He asked if there was support to have the roles of the City Manager and City Attorney clarified as it relates to the business we do. It helps the public understand what everyone did and helps us draw lines in where we feel the participation of the different organizations within the City are appropriate or not. Council Member Ciraco sometimes didn't understand how we operate and would like the City

1 Manager to give an update. Plane stated they did that in a retreat within the past few  
2 years and they could do that again. The Council agreed to have that presented.

3  
4 Council Member Parigian felt the City had a great July Fourth celebration. Mayor Worel  
5 thought the Fourth of July celebration was an example of who the City was and it was a  
6 chance to shine. She announced the National Ability Center (NAC) celebrated its 40<sup>th</sup>  
7 birthday.

8  
9 **Staff Communications Reports:**

10  
11 **1. Senior Center - Mawhinney Project Update:**

12 Council Member Rubell asked how they would move forward from the RSOQ. He  
13 wanted to know about the sustainability model requesting a 100% sustainable building  
14 and he noted that particular policy was updated some months ago and 100% didn't  
15 need to be a requirement. Luke Cartin, Sustainability Manager, stated the language in  
16 the RSOQ reviewed the City's goal and defined the standard so the City could pursue it.  
17 He indicated anyone bidding could see the ASHRAE standard that the City was looking  
18 at. It didn't include rooftop solar but focused on the efficiency of the building. Council  
19 Member Rubell asked if the Council had an opportunity to correct things in the RSOQ.  
20 Cartin stated they would discuss this with the Council in a work session to clearly define  
21 that. Matt Lee, Economic Development, explained they used the RSOQ format in order  
22 to find the right team to deliver this, and he noted that multiple options would be  
23 presented for Council consideration at a very early stage of the project. Council Member  
24 Rubell wanted to course correct as a partner was chosen so they could understand  
25 what the Council was asking for in the project. He noted the Council and probably some  
26 community partners had not been part of the process and he felt that was the best way  
27 to weigh-in and fast track projects. Mayor Worel asked if Council Member Rubell  
28 wanted to discuss creating a policy for that. Council Member Ciraco favored having that  
29 discussion and stated the Council did that with Bonanza and he felt it was helpful.  
30 Council Member Toly stated that was fine going forward but she didn't want to stall this  
31 project and noted there was a great team in place to choose the design team. Council  
32 Member Rubell asserted charging ahead without laying the groundwork was what  
33 caused delays. He wanted to course correct as soon as possible, and indicated he had  
34 concerns with the energy/sustainability policy and senior center specifications and the  
35 uses felt very prescriptive. He wanted some creativity where the uses could be met and  
36 refined by the selection team. He wanted stronger language on preserving green space  
37 on the property and siting the center on the asphalt. He was surprised the selection  
38 committee didn't include anyone from the County and he wanted them pulled in.

39  
40 Lee stated this was good feedback and they could continue finalizing the designer  
41 selection and then get early-stage input on the programming. There could be input  
42 before concept options. Council Member Toly stated the seniors worked hard for their  
43 specific needs and she wanted that taken into consideration. Council Member Ciraco  
44 felt there would not be a delay with the feedback given. Council Member Rubell  
45 suggested bringing this up with the four finalists. Council Member Parigian asserted the

1 downside of the project was parking and indicated he didn't want to lose any parking  
2 spaces with this project.

3

4 **2. Public Art Advisory Board Projects Update:**

5

6 **3. Park Silly Sunday Market Mid-Season Review:**

7 Council Member Rubell indicated that the number of PSSM dates would come back to  
8 the Council in October and the option on the contract to extend the term was set to be  
9 discussed at the mid-season review. He asked that this item come back for discussion  
10 on August 14<sup>th</sup>. Council Member Dickey asked if both items could come back at once.  
11 Council Member Rubell felt the items should be decoupled since they were very  
12 different. Council Member Dickey stated this was a topic that drew public comment and  
13 if this came back in October people would only have to come once to give input. Council  
14 Member Ciraco thought that talking about the contract extension in August was better,  
15 and then come back in October to discuss the number of days. Council Member Toly  
16 stated it was hard to give a contract extension without knowing the number of days.  
17 Council Member Rubell noted the contract option was independent of the number of  
18 days. The majority of the Council favored addressing the items separately.

19

20 **4. Re-create 248 Transit Study Progress Update:**

21 Council Member Rubell asked where this was in the process. He noticed flex lanes  
22 were not being considered and wanted them to still be considered. Conor Campobasso,  
23 Transportation Planning, stated flex lanes were not considered for cars, but this was still  
24 an option for transit. Flex lanes for cars were eliminated in the initial purpose and needs  
25 screening. Council Member Toly asked if flex lanes could be reconsidered if there was  
26 no transit solution. Campobasso stated there was documentation on each option that  
27 was eliminated, but they could share additional information when they came back to the  
28 Council on August 14<sup>th</sup>. Collins asked if they should explain the impacts of adding an  
29 additional lane for cars, to which Council Member Toly affirmed.

30

31 Council Member Ciraco asked about the environmental impact found in the purpose and  
32 needs screening table. Campobasso stated the environmental screening was ongoing  
33 and they could bring that to Council at the next meeting. Council Member Ciraco noted  
34 there was an option for multiple stops on the corridor. Campobasso stated some of the  
35 options would necessitate stops, but they didn't want them close together. Council  
36 Member Ciraco asked if there were possibilities for community enhancements in  
37 conjunction with the project, to which Campobasso affirmed.

38

39 Council Member Toly felt it would be helpful to have a community meeting with the  
40 Prospector Community and HOA. Collins stated they could reach out to them and see  
41 what timeline would work for them. Council Member Parigian asked if something was  
42 investigated on or under the Rail Trail. Campobasso stated they looked at an at-grade  
43 option for the Rail Trail. Council Member Parigian suggested tunneling a light rail under  
44 the Rail Trail at certain points of the trail.

45

1 **5. 2025 National Community Survey Evaluation:**  
2 Council Member Dickey asked what a follow-up workshop would entail. He wondered if  
3 they had underlying data. He was not interested in having a facilitated discussion on  
4 priorities and next steps. Clayton Scrivener, Communications Department, stated Polco  
5 was going to layout the data they had and would ask where Council wanted to go from  
6 there. Council Member Dickey clarified he wanted insights into the data. The Council  
7 supported having Polco present to the Council. Council Member Parigian noted the City  
8 excelled in everything except housing and transit. The City knew that so he didn't know  
9 what benefit we would get from it. Scrivener stated they would get an action plan and  
10 strategy development from the session. Council Member Parigian didn't think an outside  
11 company would help solve local issues and did not support a presentation. Council  
12 Member Rubell stated they shouldn't do surveys if they didn't do something with the  
13 results, and he wanted to see this carried through. Council Member Toly asked if staff  
14 had time to lead focus groups as proposed in the staff report. Mayor Worel summarized  
15 the majority of Council wanted to proceed with Polco. She looked at the draft General  
16 Plan which had action steps and asked if Polco could look at those results as well.  
17

18 **6. 2025 CityTour Report:**

19  
20 **7. Clark Ranch Development - PAB Application:**  
21 Mayor Worel stated this discussion would be combined with the other Clark Ranch item  
22 which was New Business Item 5 on the agenda.  
23

24 **8. Golf Course Consultant Update:**

25  
26 **9. April 24, 2025 Council Meeting direction from Council Follow Up:**  
27

28 **REGULAR MEETING**

29  
30 **I. ROLL CALL**  
31

<b>Attendee Name</b>	<b>Status</b>
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>
None	<b>Excused</b>

32

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

3  
4 Mayor Worel opened the meeting for any who wished to speak or submit comments on  
5 items not on the agenda.

6  
7 Lisa Plane, representing homeowners of Alpine Retreat, supported the senior center  
8 and the green space. She asked to be included in the design process for the center.

9  
10 Craig Weakley, 84060, indicated he was a member of the Senior Citizens Committee for  
11 the selection of the senior center. He noticed there was a lot of discussion about the  
12 Mawhinney Lot as a potential site and he thought there were many unfair comments. He  
13 thought the partnership with the seniors and City was great and he thanked the Mayor  
14 and staff for their commitment as they worked together on a mutual goal. He looked  
15 forward to seeing the project through to completion.

16  
17 Jim Doilney 84060 had geotechnical concerns with the Prince application for a home  
18 building project. He had been involved in many projects and only two of them failed.  
19 Experts would say anything for enough money. He knew this project was a risk to his  
20 property. He knew Mr. Prince tried to bypass Park City building standards when he went  
21 to the state to change the code. He urged Council not to let this happen.

22  
23 John Greenfield stated the Planning process was getting dangerous. Clark Ranch was  
24 an example, since it was originally identified as open space and now that area was  
25 being rezoned. He felt the City was moving this project forward with urgency and  
26 transparency was failing. He wanted the Council to stop reacting to pressure and lead  
27 with vision instead of agendas.

28  
29 Doug Duditch 84060 stated he found a lot of different information on the Rail Trail and  
30 talked to many people, and was surprised that the vote of only one Council member  
31 could keep the light rail option for that area in the conversation. He had a lawyer and  
32 would submit an injunction unless the Council voted this down. He asserted the federal  
33 government made the decision on things affecting the Rail Trail.

34  
35 Clive Bush eComment: "The contradictions and misgivings of policy are there to see at  
36 Thursday's Council meeting. 1. The Re-create 248 study "*avoids increasing vehicular*  
37 *traffic*" not reduce it. Targeting a winter rush hour only (a relatively stable number)  
38 avoids the vehicular growth that's happening right now – and that Park City is on the  
39 same trajectory as say Sedona with awful traffic congestion every summer with no  
40 solution. The reported Purpose and Needs Screening outcome excludes a Gondola,  
41 and yet we heard otherwise last week? And we heard from UDOT that all of this has no  
42 value unless people can then get around town and not just dropped off at the Old Town  
43 Transit center. 2. The Main Street circulation plan should first focus on the impacts of  
44 circulatory changes, rather than the technical aspects of a final streetscape of Main  
45 Street. The impetus for a change is not the usual driving force to improve the overall

1 transportation system, but that of Main Street's commercial viability. Converting a street  
2 to one-way adds “out of direction” travel to other roads, thereby increasing circulation on  
3 other streets and residential neighborhoods. The Institute of Transportation Engineers  
4 has specific criteria to meet when considering one-way street conversion which should  
5 be a guiding influence if not starting point. Automated directional travel is destroying the  
6 desires of planners unless proper car-lite restrictions limit access to a Main Street  
7 address, for example. Less parking on the street doesn't fix this, while drop off vehicular  
8 traffic increases and China Bridge inadequacies persist - its own failings of location and  
9 accessibility should be part of the initial study, and before you spend millions on its  
10 rebuilding. 3. While the Bonanza Park Redevelopment zone has plenty to applaud it  
11 goes too far to reward development over protection of what Park City has succeeded to  
12 do, that is up until now - and that is not to heed to overdevelopment and the BOLD  
13 “penciling in” of every square inch that ignites overdevelopment. Protection zones on  
14 entry corridors are nice, but then reducing open space for residents and those living and  
15 using the space every day is not a worthy trade – both must be retained in abundance.  
16 Same is true for our priceless views of the hills that surround us – without them this is  
17 not Park City and should not be traded for anything.”

18  
19 Mayor Worel closed the public input portion of the meeting.

20

#### 21 IV. CONSIDERATION OF MINUTES

22

##### 23 **1. Consideration to Approve the City Council Meeting Minutes from June 12 and** 24 **26, 2025:**

25

26 Council Member Toly moved to approve the City Council meeting minutes from June 12  
27 and 26, 2025. Council Member Ciraco seconded the motion.

28

**RESULT: APPROVED**

29 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

30

#### 31 V. CONSENT AGENDA

32

##### 33 **1. Request to Authorize the City Manager to Execute an Agreement with** 34 **Commercial Restoration Services Not to Exceed \$2,000,000, in a Form Approved** 35 **by the City Attorney's Office, for Maintenance and Construction Services on the** 36 **China Bridge Parking Garage:**

37

##### 38 **2. Request to Authorize the City Manager to Execute a Contract Amendment with** 39 **MODSTREET Not to Exceed \$1,424,765, for a Total Contract Value Not to Exceed** 40 **\$1,896,115, in a Form Approved by the City Attorney's Office, to Provide** 41 **Additional Design and Fabrication Services Related to the Bus Stop Improvement** 42 **Project:**

43

1 **3. Request to Authorize the City Manager to Enter into a Three-Year Agreement**  
2 **with Methods Engineering Not to Exceed \$500,000 in a Form Approved by the City**  
3 **Attorney's Office, to Provide Construction Inspection Services Related to**  
4 **Development and Infrastructure to be Dedicated to the City:**

5  
6 **4. Request to Approve Resolution 15-2025, a Resolution Admitting the City of**  
7 **Holladay as a Member of the Central Wasatch Commission:**

8  
9 **5. Request to Authorize the Exclusive Negotiation Agreement with Brinshore**  
10 **Development, LLC, in a Form Approved by the City Attorney, to Proceed in Good**  
11 **Faith to Negotiate Pre-Development and Development Agreements to Support the**  
12 **Bonanza 5-Acre Site Redevelopment Partnership:**

13  
14 **6. Request to Authorize the City Manager to Contract with Calvin L Wadsworth**  
15 **Construction Company, in a Form Approved by the City Attorney's Office, Not to**  
16 **Exceed \$522,741.13 to Replace the Roof of the Park City Ice Arena:**

17  
18 Council Member Dickey moved to remove Consent Agenda Item Five. Council Member  
19 Ciraco seconded the motion.

20 **RESULT: APPROVED**

21 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

22  
23 Council Member Rubell moved to remove Consent Agenda Item Three. Council  
24 Member Dickey seconded the motion.

25 **RESULT: APPROVED**

26 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

27  
28 Council Member Ciraco moved to approve Consent Agenda Items One, Two, Four, and  
29 Six. Council Member Dickey seconded the motion.

30 **RESULT: APPROVED**

31 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

32  
33 **3. Request to Authorize the City Manager to Enter into a Three-Year Agreement**  
34 **with Methods Engineering Not to Exceed \$500,000 in a Form Approved by the City**  
35 **Attorney's Office, to Provide Construction Inspection Services Related to**  
36 **Development and Infrastructure to be Dedicated to the City:**

37 Margaret Plane, City Attorney, stated the staff report had the correct amount of  
38 \$600,000. Council Member Rubell asked why this was going to external labor if in-  
39 house staff could do it. John Robertson, City Engineer, indicated this was related to  
40 MPDs or AMPDs that came in. and they were not scheduled on a regular basis.  
41 Therefore, he did not set aside a budget for them. This process allowed them to hire  
42 someone to do those services, and the payment would come from the developer, not

1 the City. Council Member Rubell summarized the timing was unpredictable and they  
2 didn't have staff since it wasn't a forecasted service. He asked if the firm would only be  
3 paid for services rendered, to which Robertson affirmed. Council Member Parigian  
4 asked if staff would do the inspection if there wasn't an outside consultant. Robertson  
5 stated since he worked here, the City had always contracted a consultant for the  
6 inspections.

7  
8 Council Member Dickey moved to authorize the City Manager to enter into a three-year  
9 agreement with Methods Engineering not to exceed \$600,000 in a form approved by the  
10 City Attorney's Office, to provide construction inspection services related to  
11 development and infrastructure to be dedicated to the City. Council Member Ciraco  
12 seconded the motion.

13 **RESULT: APPROVED**

14 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

15  
16 **5. Request to Authorize the Exclusive Negotiation Agreement with Brinshore**  
17 **Development, LLC, in a Form Approved by the City Attorney, to Proceed in Good**  
18 **Faith to Negotiate Pre-Development and Development Agreements to Support the**  
19 **Bonanza 5-Acre Site Redevelopment Partnership:**

20 Chris Eggleton, Economic Development Director and Cate Brabson, Deputy City  
21 Attorney, were present for this item. Eggleton stated there was a change to the  
22 termination provision: "This agreement may be terminated at any time by the mutual  
23 written consent of the parties. . . PCMC shall not occur during the 120 days after the  
24 Effective Date. Notwithstanding the above, PCMC shall have the ability to terminate this  
25 agreement at any time for any or no reason upon satisfaction of the following conditions:  
26 1. PCMC shall pay a termination fee of \$75,000 to developer. . ."

27  
28 Council Member Ciraco clarified this language gave the City the ability to terminate the  
29 agreement for any or no reason, to which Eggleton affirmed. Council Member Ciraco  
30 asserted they had not started the design process yet. Council Member Rubell stated  
31 Section 3(b)8 said key terms of a permanent ground lease. He didn't recall giving a  
32 permanent ground lease. Eggleton stated he would strike the word "permanent".  
33

34 Council Member Dickey moved to authorize the exclusive negotiation agreement with  
35 Brinshore Development, LLC, in a form approved by the City Attorney, to proceed in  
36 good faith to negotiate pre-development and development agreements to support the  
37 Bonanza 5-Acre Site Redevelopment Partnership as amended. Council Member Ciraco  
38 seconded the motion.

39 **RESULT: APPROVED AS AMENDED**

40 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

41  
42 **VII. NEW BUSINESS**  
43

1 **1. Consideration to Approve Ordinance No. 2025-16, an Ordinance Amending Title**  
2 **13, Chapter 4, Regulation and Enforcement of Stormwater Discharges Associated**  
3 **with Construction Activities:**

4 Jason Christensen and Christine Williams, Water Department, presented this item.  
5 Williams reviewed that the City maintained an MS4 stormwater sewer system. She  
6 indicated the state legislature made some changes to state code and these  
7 amendments were made to align with those state code changes.

8  
9 Mayor Worel opened public input. No comments were given. Mayor Worel closed public  
10 input.

11  
12 Council Member Ciraco moved to approve Ordinance No. 2025-16, an ordinance  
13 amending Title 13, Chapter 4, Regulation and Enforcement of Stormwater Discharges  
14 associated with construction activities. Council Member Dickey seconded the motion.

15 **RESULT: APPROVED**

16 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

17  
18 **2. Consideration to Approve Ordinance 2025-17, an Ordinance Amending Title 2,**  
19 **Chapter 4, Section 11 of the Park City Code, Related to the Responsibilities and**  
20 **Authority of the City Engineer:**

21 John Robertson, City Engineer, reviewed this item was discussed in a work session in  
22 March and the code amendment would formalize the authority of the City Engineer with  
23 the duties they had done historically. The majority of encroachment permits were for  
24 snowmelt on driveways and other minor requests that did not require the consideration  
25 of the Council.

26  
27 Council Member Rubell asked who defined minor and major encroachments. Robertson  
28 stated the snowmelt systems and other small requests were defined as minor. Major  
29 encroachments were things like a right-of-way project that would block the use for  
30 anyone else. Another example was something that would block a future City project.  
31 Council Member Rubell stated this was discretionary, and he suggested specifying that  
32 the authority was limited to snowmelt systems, and then everything else would go to the  
33 Council. Council Member Ciraco asked if this only applied to instances where the  
34 property owner requested encroachment permits. Robertson affirmed and indicated  
35 when the City found out about an encroachment from someone getting a building permit  
36 to expand the use of their property, that would more than likely need to come to the  
37 Council. Council Member Dickey supported the code amendment as written and noted  
38 this was for low level items that staff didn't want to burden the Council with. Council  
39 Member Rubell stated they had seen this in the past and he wanted to be consistent  
40 and define what was in the City Engineer's authority. He cited instances with the golf  
41 course, Treasure Hill, McCloud Creek, and others. Council Member Dickey stated the  
42 minor requests should be reviewed by staff. Council Member Toly agreed, but thought  
43 the landscaping requests should be defined.  
44

1 Council Member Ciraco asked if mailboxes and snowmelt systems were 85%-90% of  
2 the requests, to which Robertson affirmed. Council Member Ciraco proposed defining  
3 natural vegetation as part of the Engineer's authority, but any walls or improvements  
4 would require Council consideration. Council Member Parigian felt the Engineer could  
5 write a staff report for projects so the Council had a heads up on what was going on.  
6 Robertson noted if minor issues such as a step or retaining wall had to come to Council,  
7 it would delay the project.

8  
9 Council Member Toly didn't think this was a good use of staff and Council time. Staff  
10 already did this approval process, and she was fine with the amendment as written.  
11 Council Member Rubell stated people hired attorneys to fight the City with regard to  
12 their encroachments. He wanted to define it better so there was no discretion. He  
13 suggested defining minor as radiant, driveway snowmelt, and mailboxes. Leaving it  
14 open-ended and not clear on what would qualify as minor or major did not seem fair to  
15 the community.

16  
17 Becky Gutknecht indicated one reason why this was hard to draw lines around in the  
18 code was because of the strange plats and surveys of the City made years ago. Some  
19 homes needed a wall for their driveway to access their homes because their property  
20 line was 20 feet back from the right-of-way. She gave examples of homes on Sampson  
21 and Ontario. This was something they had used, and it didn't change the function of the  
22 right-of-way.

23  
24 Mayor Worel opened public input. No comments were given. Mayor Worel closed public  
25 input.

26  
27 Council Member Ciraco stated he supported requests for radiant, mailboxes, and  
28 natural vegetation.

29  
30 Council Member Ciraco moved to approve Ordinance 2025-17, an ordinance amending  
31 Title 2, Chapter 4, Section 11 of the Park City Code, related to the responsibilities and  
32 authority of the City Engineer, with the amendment to define minor encroachments as  
33 radiant, mailboxes, and natural vegetation for the City Engineer.

34  
35 Robertson preferred the term landscaping over natural vegetation. Matt Dias stated the  
36 Council could approve the code cleanup and then the City Engineer could come back  
37 with a revision to define these things. Staff could include some of the Council in their  
38 efforts to define these things before it was brought back for a vote. Council Member  
39 Ciraco amended his motion to include radiant heating, mailboxes, landscaping,  
40 driveways, and sidewalks, with the intent to fine tune as Council directs going forward.  
41 Council Member Dickey seconded the motion. Margaret Plane clarified they would  
42 remove the words "such as".

43  
44 Robertson noted they also got requests for landscaped retaining walls under four feet.  
45 Anything over that height would come to the Council for consideration. Council Member

1 Ciraco asked Robertson to come back with another code amendment for that.  
2 Gutknecht asked if “driveways” included support structures for driveways. Council  
3 Member Ciraco stated the motion did not include the support structures for driveways.

4 **RESULT: APPROVED AS AMENDED**

5 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

6  
7 **3. Consideration to Approve an Amendment to the Park City Film Property Lease**  
8 **with Park City Municipal Corporation:**

9 Becca Lael, Library, and Katy Wang, Park City Film Executive Director, presented this  
10 item. Lael reviewed the lease amendment requests: that the seating cap for films be  
11 increased to 200, increase the length of the season to 200 showings, and have  
12 exclusive access to the kitchen pantry. Wang stated they had operated for 30 years and  
13 now they were the only nonprofit arthouse cinema in Summit County. They used the  
14 Santy auditorium for three decades and appreciated their partnership with the City. This  
15 request would help them make up for the financial loss once Sundance Film Festival left  
16 Park City. She noted the benefits of having increased dates and screenings, including  
17 reaching a more diverse audience.

18  
19 Mayor Worel indicated the library had 24,000 attendees that were at the library events  
20 in 2024. She asked if the increase in film screenings would impact the library’s other  
21 events. Lael indicated the auditorium was empty 51% of the time and they would like to  
22 see that filled. Council Member Rubell asked how the City would make sure other  
23 services didn’t get bumped. Lael stated Park City Film gave the library the dates for  
24 films well in advance and then staff looked for conflicts and adjustments were made.  
25 Council Member Rubell asked how they would make sure the public had an equal  
26 chance to use the auditorium. Lael stated the requests for summer usage was low  
27 because everyone was outside, so having screenings in the summer was not a high  
28 risk. Council Member Rubell was concerned that Park City Film was using the facility  
29 every Friday, Saturday, and Sunday all year. Wang indicated during the summer, many  
30 films were shown outside. Council Member Rubell noted a few years ago other  
31 organizations requested partnering with Park City Film and were rejected, and so they  
32 booked their film directly with the library. Wang stated other entities could book the  
33 auditorium on other days.

34  
35 Lael clarified one of the requests was for exclusive use of the pantry, but that did not  
36 include the entire kitchen. She also noted that Park City Film partnered with other  
37 organizations and took the responsibility of guiding those organizations so the event  
38 went smoothly.

39  
40 Council Member Rubell noted this request was for a 50% increase in auditorium usage  
41 with no rent increase and the City would continue paying for janitorial fees, to which  
42 Lael affirmed. Council Member Rubell asked if the contract could be scaled down if  
43 there were conflicts with other nonprofits. He gave an example of a concern about who

1 could and couldn't sell food at the library and expressed concern that this would create  
2 more conflict. Lael stated she always tried to mitigate any conflict.

3  
4 Council Member Parigian asked how far in advance the dates were requested. Wang  
5 indicated the full year was presented in advance and that gave them the ability to see  
6 farther out. Council Member Toly asked how they decided on 200 screenings. Wang  
7 stated the most screenings they could have in a year was 207 so they decided on 200.  
8 She noted the films are free to people using food stamps, as well as service and  
9 hospitality workers, so it could be accessible to everyone. Council Member Toly asked if  
10 this would conflict with BalletNext, to which Lael stated it would not. Council Member  
11 Rubell referred to the Park City Film's revenue and stated it was up 30% year over year.  
12 Wang explained how revenue was counted.

13  
14 Mayor Worel opened public input.

15  
16 Joanna Charnes, Park City Film Series Founding Director, stated film was a wonderful  
17 way for folks to come together. She saw this flourishing. She felt the more showings  
18 approved, the better.

19  
20 Katie Knutson, 84060, Film Series board member, thought this was a wonderful  
21 opportunity to engage with the community.

22  
23 Susannah Barnes, 84098, Film Series Board Chair, urged the Council to think about the  
24 cultural impact. This helped everyone feel a part of the community. It was an equitable  
25 film experience since the cost was minimal. Increasing the screenings would increase  
26 the impact of Park City Film.

27  
28 Betsy Wallace 84060 stated film was critical for the mental health of the community.  
29 She felt Wang did an excellent job. Film also helped people understand what was going  
30 on outside the community.

31  
32 Karin Porter, board member, stated the opportunity to expand the program would be an  
33 excellent addition and would fill the void Sundance left.

34  
35 Judy Hale 84060 stated she was a frequent film series attendee, and it was a wonderful  
36 asset that brought children and seniors together. This was something the community  
37 profited from.

38  
39 Jill Orschel, 84060, independent filmmaker, was closely involved with Park City Film  
40 and Sundance. She thought it was unfortunate that Sundance was leaving. The town  
41 needed to keep independent film thriving.

42  
43 Mayor Worel closed public input.  
44

1 Council Member Dickey asserted Park City Film was an asset to the community and  
2 Wang did a great job running it. The library did an effective job handling conflicts. The  
3 lease had two years remaining so there was time to resolve things that came up before  
4 the lease was renewed.

5  
6 Council Member Dickey moved to approve an amendment to the Park City Film  
7 property lease with Park City Municipal Corporation. Council Member Ciraco seconded  
8 the motion.

9  
10 Council Member Ciraco reviewed his background in film, and stated he felt good that  
11 the library and Park City Film worked together. He supported the amendments. Council  
12 Member Rubell stated the concern was not the quality of film, but locking up the asset  
13 so others didn't have a chance to use the asset. He asked what could be done to have  
14 a minimum of reserve dates and have some flex dates. He noted the City gave \$1  
15 million to Park City Film and that was a big gift. Lael indicated the increased dates  
16 allowed more opportunities for the public to attend. She noted there was no staff  
17 available on Fridays after 5:00 p.m., but they trusted Park City Film. With other groups  
18 they would have to have staff present. Wang stated they had to run a film three nights in  
19 a row or they wouldn't get the film, so they needed Friday, Saturday, and Sunday.  
20 Council Member Rubell asked to free up one weekend a month for other groups. Wang  
21 asserted they needed consistency. Council Member Rubell clarified the request was to  
22 use the Santy Auditorium every weekend. Wang stated they didn't use it every  
23 weekend. Council Member Rubell asked that if another request came from the  
24 community, they would have a chance to use that space. He wanted a prioritization  
25 process. Lael stated they could come back with a prioritization process if Council  
26 desired.

27  
28 Council Member Dickey withdrew the motion and Council Member Ciraco withdrew his  
29 second. Council Member Ciraco asked if it was the intention to use every weekend  
30 during the 2026 summer months. Wang stated no because they were looking to show  
31 some films at City Park. But there would be an effect from the withdrawal of Sundance,  
32 so next fall they could use the dates more creatively. Council Member Ciraco asked if  
33 there was a way to allocate a weekend per month for other bookings during the newly  
34 requested period of summer months if it was not booked four months prior to the  
35 showing. Wang thought that could be worked out and stated they could be flexible.  
36 Mayor Worel indicated Lael could come back with options that could address the  
37 auditorium concerns if the Council wanted to continue the item.

38  
39 Council Member Toly noted Song Summit would be using the auditorium this year and  
40 she felt Park City Film gave other organizations options to make their events work.

41  
42 Council Member Dickey moved to approve an amendment to the Park City Film  
43 property lease with Park City Municipal Corporation. Council Member Toly seconded  
44 the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, and Toly

**NAY:** Council Member Rubell

**4. Consideration to Authorize the City Manager to Execute an Agreement with Kimley-Horn & Associates, Not to Exceed \$275,000, in a Form Approved by the City Attorney's Office, for Engineering Services and Feasibility Analysis for the Historic Commercial Business District Pedestrian and Street Design:**

Matt Lee, Economic Development, stated these were items that the Council authorized to move forward on during the retreat for a feasibility analysis. They would explore Main Street as a pedestrian-oriented street, one-way vehicle travel on Main Street, a bi-directional trolley circulator lane, reduced on-street parking on Main Street in conjunction with potential additional parking on Swede Alley and China Bridge redevelopment, intersection improvements at Heber and Main and Heber and Swede, additional bus stops on Heber, and a roundabout at the south end of Main Street. This contract would include a 10% concept design and would include analysis of heated streets and sidewalks, circulation improvements, and public works improvements. If the City continued past Phase One, they would have a public engagement period and a 30% schematic design.

Council Member Rubell stated that in the retreat, the Council specified certain aspects to move forward with and others not to move forward on. He never saw any reports acknowledging that direction, but staff stated that area would be looked at. Lee indicated the seven items noted above were the scope from that conversation. Council Member Rubell referred to the intersection improvements at Heber and Main and Heber and Swede, and stated it should not include the Flagpole Lot. Lee stated this did not take redevelopment into account, and only focused on traffic and circulation. Council Member Rubell referred to the China Bridge redevelopment and indicated Council only requested to look at one side. Lee indicated the original concept for Main Street showed reduced on-street parking, so they needed to look to put those vehicles somewhere else. China Bridge would be one consideration, but it would be looked at as total parking for the area and what the impact would be if there was no redevelopment.

Council Member Parigian stated the Council asked to look at traffic, but the request was how to get people into the City without their cars. Council Member Dickey remembered the Council descope the parking because of Recreate 248. Council Member Ciraco knew parking and SR248 were running in tandem. He wasn't concerned with this contract. Lee stated the feasibility study would look at circulation, but it was decoupled from parking and development. This would give them concepts for a pedestrian friendly area in the historic district between Main Street and Swede Alley.

Council Member Toly asked if the roundabout would be on the Brew Pub Lot to which Lee affirmed. He noted this idea came from the community engagement sessions. This was one item among several items that would be looked at to improve circulation, and

1 he noted it would not use the entire lot. Council Member Toly asked how many parking  
2 spaces would be lost with bulb outs, etc. to which Lee estimated 40. Council Member  
3 Toly asked how snow build up would factor into the curbless sidewalks. Lee indicated  
4 that would be a challenge, but the geothermal loop would be one solution and drainage  
5 would be figured out. Council Member Toly noted the Council discussed different traffic  
6 circulation solutions as silos and she wanted a wholistic approach for the City. Lee  
7 stated that would happen within the realm of coordination and project management  
8 internally.

9  
10 Lee indicated the feasibility analysis was essential and then Council could see the  
11 report and could give direction to move forward. Matt Dias stated this work was  
12 consistent with the Park City Forward Long-Range Transportation Plan that the Council  
13 approved two years ago. Council Member Dickey indicated there was no Main Street  
14 Area Plan and he felt the process was backwards since they were working on things  
15 that might be part of a plan in the future. Some of the items being analyzed were not  
16 practical and he had other concerns. He wanted to know if these pieces would be useful  
17 if a plan was approved. Lee felt this analysis would be used, especially the geothermal  
18 effort and it would give understanding to what was possible on Swede Alley if it moved  
19 forward in the future.

20  
21 Council Member Rubell asked if traffic and circulation was dependent on development  
22 projects or if it had value regardless of development projects. Eggleton stated  
23 redevelopment was beneficial to tourists and residents. This information that Main  
24 Street businesses and the Council wanted would tell us what could be improved. If there  
25 was a concept that was agreed on, then they could come back with a cost to that.  
26 Council Member Rubell asked if this was necessary, to which Eggleton stated there  
27 were areas that could definitely be improved. He wanted to ensure that this critical  
28 economic hub remained vibrant. Matt Dias noted Main Street was considered a priority  
29 project.

30  
31 Council Member Dickey felt traffic and circulation was important for Old Town. He  
32 wondered if this was too prescriptive and asked if they should ask a firm to look for  
33 creative ideas. Council Member Toly stated a gondola would increase drop-off traffic. If  
34 the City was going to do something on this, what was coming needed to be factored in.  
35 She also felt bus stops on Heber were infeasible since it was a small street. Lee  
36 indicated these items were in the scope because Council stated these were the things  
37 that staff could move forward on. He expected that the study would not be limited to  
38 these seven items, and he expected that Kimley-Horn would look at it that way.

39  
40 Council Member Parigian asked if this was feasibility of construction or feasibility of  
41 implementation. Lee stated they would scope out the feasibility of infrastructure and  
42 engineering to see what was under the streets. Council Member Parigian didn't want to  
43 see hotels or benches in the middle of sidewalks.

44

1 Mayor Worel opened public input. No comments were given. Mayor Worel closed public  
2 input.

3  
4 Council Member Parigian didn't want to see designs with this study, just prices and  
5 feasibility. Council Member Rubell stated the pedestrian experience was part of  
6 transportation. He wanted to know the right mix to make it effective. He remembered  
7 direction to only redevelop the failing part of China Bridge and not move the Transit  
8 Center. If this was the right scope, he supported it. Lee stated this was the right scope  
9 to explore that.

10  
11 Council Member Toly clarified the concept-level plans could be basic. Eggleton  
12 indicated they would direct Kimley-Horn to make the plans more technical. Lee noted a  
13 layout was needed in order to get to the cost. Council Member Toly didn't want to see  
14 unforeseen consequences on the neighborhoods. She also wanted to consider the  
15 resorts.

16  
17 Council Member Rubell moved to authorize the City Manager to execute an agreement  
18 with Kimley-Horn & Associates, not to exceed \$275,000, in a form approved by the City  
19 Attorney's Office, for engineering services and feasibility analysis for the Historic  
20 Commercial Business District Pedestrian and Street Design with respect to Council's  
21 discussion. Council Member Toly seconded the motion.

22 **RESULT: APPROVED**

23 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

24  
25 **5. Consideration to Authorize the City Manager to Execute an Agreement with**  
26 **WSP Not to Exceed \$725,000, in a Form Approved by the City Attorney's Office,**  
27 **for Design Professional Services Related to the Clark Ranch Access Road**  
28 **Project:**

29 Sara Wineman, Affordable Housing Project Manager, and Steven Dennis, Engineering,  
30 presented this item. Dennis indicated the roundabout concept was the best option for  
31 the frontage road because it would have its own access to Clark Ranch. The oblong  
32 shape was to give distance between the road to Clark Ranch and the road to Park City  
33 Heights. Wineman noted the Park City Heights community had expressed frustration on  
34 not being able to turn left onto Richardson Flat Road during ski season and this was an  
35 intentional act to solve that problem. Dennis reviewed the mitigations to traffic impacts  
36 the roundabout would provide, including diversion of traffic away from Park City Heights.  
37 The new access road was at least 150 feet away from the nearest home and it would be  
38 shielded with landscaping, and there would be improved peak time performance of the  
39 Piper Way/Richardson Flat Road intersection.

40  
41 Dennis stated Council requested information on costs and risks of pursuing a  
42 connection between Clark Ranch and Richardson Flat Road east of US 40 and that cost  
43 would be \$30-\$45 million. Risks included right-of-way acquisition and construction  
44 would not be achievable in 2026. He indicated the most common request from Park City

1 Heights was not to route traffic through the subdivision and this proposal was the best  
2 option, although this came with significant cost. He knew there were environmental  
3 concerns and so part of the contract included a request that the consultant include an  
4 environmental scope to cover anything that might be encountered there.

5  
6 Council Member Ciraco asked about Sparky's Trailhead east of US 40 and stated the  
7 end of the trail was the Miller land, and asked how the City would have access to that  
8 property. Luke Cartin, Lands and Sustainability, stated that land, as part of the Flagstaff  
9 agreement, was zoned as Recreation Open Space. As the Clark Ranch procurement  
10 went through, the UPCM gave informal access to the property. Council Member Ciraco  
11 stated Sparky's Trailhead was on the other side of US 40 so they could access the trail  
12 from Richardson Flat.

13  
14 Council Member Rubell asked why the budget increased from \$150,000 to \$725,000.  
15 Dennis stated the first estimate was made quickly to get out of the way of the Clark  
16 Ranch Housing Project. In looking at the right-sized solution that looked at future  
17 development on Richardson Flat Road, as well as traffic calming which mitigated trips  
18 from the affordable housing project, they felt that was the appropriate solution to bring  
19 forward. Costs had increased as they would be working in UDOT's right-of-way and  
20 coordinating with them. There would also be a whole level of review for the  
21 encroachment permit. As they got further into the process, they hoped to save money  
22 and that would stay in the project fund, but they wanted to set a not-to-exceed amount.  
23 Council Member Rubell asked what the minimum the City could spend to keep  
24 momentum while exploring creative solutions. Dennis stated \$150,000 would allow them  
25 to do a survey, get a 10% schematic layout, and do some soil sampling. But that would  
26 not get Alexander and Company where they needed to be to break ground in  
27 September. He explained the extended process if funding was reduced at this point.

28  
29 Matt Dias asked if Council Member Rubell wanted creative solutions from the  
30 Engineering Department, to which Rubell affirmed. Council Member Ciraco asked if  
31 Alexander would apply for 9% LIHTC funding, to which Wineman stated they would  
32 apply for 4% LIHTC funding. Council Member Ciraco noted the LIHTC funding was  
33 competitive and the developer might not get it the first time they applied.

34  
35 Mayor Worel asked if the \$150,000 estimate was for work done internally. Dennis stated  
36 that estimate was for WSP but it had a reduced scope. It was determined they needed  
37 to increase the scope to advance the timeline and meet the goals of the housing project.  
38 Council Member Parigian asked if the extra funding in the request was for  
39 environmental analysis. Dennis stated much of it was for environmental analysis and for  
40 survey control that was required to be in UDOT's right-of-way. The original estimate was  
41 for the use of the road through Park City Heights, so extra funds were also needed to  
42 create the roundabout and add landscaping to mitigate visual impacts to that  
43 subdivision. Council Member Parigian asked if studies had been done on soils in that  
44 area. Ryan Blair, Environmental Regulatory Manager, affirmed the EPA did sampling in  
45 the area. There was contamination at Park City Heights and that needed clean up, so

1 he knew the soils were contaminated. He indicated part of the property was in the  
2 Richardson Flat circlic site and there were unknowns that needed to be evaluated.  
3 Dennis broke down the other costs of the project including the roundabout and the full  
4 access road connecting to Richardson Flat Road.

5  
6 Council Member Ciraco asked about the lead in the soil. Blair indicated samples were  
7 taken on the east side of the Clark Ranch property and most came out below the risk  
8 level. A few were higher, up to 550 ppm. As a comparison, the Gordo property had lead  
9 levels at 10,000+ ppm. He was not aware of mining activity on Clark Ranch. Council  
10 Member Toly felt the roundabout helped the traffic flow in the area and was a mindful  
11 solution for residents in Park City Heights.

12  
13 Mayor Worel opened public input.

14  
15 Jeff Iannaccone 84060 thanked staff for being mindful with this option. He asked if there  
16 was a study for both sides of Richardson Flat and if not, he thought it would be good to  
17 have a benefits analysis for the east side of Richardson Flat. He thought the larger plot  
18 of land would have more return on investment. He didn't think building on the proposed  
19 10 acres would be easy and noted cost savings for building on flatter land and not  
20 needing a roundabout. He knew the housing needed to be built but he didn't want to  
21 miss a better opportunity.

22  
23 Lance Lucey 84060 owned a home on Piper Way and stated this roundabout and Clark  
24 Ranch Road would affect his property. He wanted to hear about the mitigation efforts so  
25 his home would not be impacted. He also submitted the following eComment: "Can you  
26 please tell me what is being done on the Clark Ranch project to mitigate the effects of  
27 the frontage road going in along Hwy 40. I have a house on 2800 Piper Way and the  
28 new road will be very close to the back of our property. Is a berm or wall or some other  
29 type of effort to mitigate the effects of the road being considered."

30  
31 John Greenfield 84060 stated this contract would benefit the Clark Ranch development.  
32 He was opposed to the development for the following reasons: the land was zoned  
33 open space and should be used as a last resort, wildlife was on the property, there were  
34 threats to native vegetation, and there was wildfire risk. This project was moving forward  
35 without proper fire coverage. This road led to MIDA and the east village, which would  
36 lead to more development. This wasn't about a road, but about development. He hoped  
37 the Council would re-evaluate and plan with purpose.

38  
39 Sarah Elder eComment: "I'm writing as a resident of Park City Heights to respectfully  
40 urge the Council to pause and reassess key aspects of the Clark Ranch project—  
41 particularly the site selection and access road design—before committing additional  
42 public funds. We support Park City's affordable housing goals. However, the current  
43 plan raises serious concerns about cost, topography, neighborhood impact, and  
44 transparency that merit closer examination. Key concerns: Steep Terrain vs. Flat, City-  
45 Owned Land The chosen site sits on a steep slope, requiring complex engineering,

1 retaining walls, and soil stabilization—all of which drive up costs and increase  
2 environmental disruption. In contrast, the 150 acres of flat, city-owned land just across  
3 US-40 offers a much more practical and cost-effective alternative. Why hasn't this  
4 option been studied in full? Unnecessary Cost Escalation The design fee for the access  
5 road has already increased from \$200,000 to \$725,000, with full construction estimated  
6 at \$5–6 million. Several residents have noted that relocating the development to flatter  
7 terrain could save \$3–4 million in soil retention and road construction alone. Now is the  
8 time to reexamine this, not after millions have already been committed. Visual and  
9 Neighborhood Impact The proposed road runs along the top of a berm, creating a highly  
10 visible ridgeline effect that would significantly alter the visual landscape for many nearby  
11 homes. Park City prohibits building homes on ridgelines for this reason—shouldn't  
12 roads be held to a similar standard? Traffic and Safety Concerns Even with the frontage  
13 road, some traffic is still projected to flow through Park City Heights. This creates safety  
14 risks, especially for children and pedestrians, and undermines promises to minimize  
15 neighborhood disruption. Transparency and Public Trust Many residents were unaware  
16 of the rapid progress on this project. Several are only now learning that the land across  
17 the highway was never seriously evaluated, despite being city-owned and more suited  
18 for development. The community deserves clarity and a true comparison of alternatives.  
19 To be clear, we are not opposing affordable housing—we're asking for smart planning.  
20 We respectfully urge you to delay further approvals, including the WSP design contract,  
21 until a full study is conducted comparing the current site with the flatter land across US-  
22 40. Thank you for your service and for considering the long-term interests of the entire  
23 Park City community.”

24  
25 Rachel Cooper eComment: “In regard to the Clarks Ranch project, I would like to inform  
26 you that many bicyclists use Richardson Flats Road coming from Hideout and Black  
27 Rock Ridge to access the Rail Trail. Please ensure that if a traffic circle is built that  
28 there is an adequate bicycle bypass to make sure the roadway is safe for bicycles.”

29  
30 Clay Stuard eComment: “I have long advocated for a lower intensity of use on the  
31 BOPA 5.5 acre parcel than the various high intensity schemes that have been proposed  
32 (Fischer application, Form Based Code and now the 45 foot height limit) and I was  
33 relieved when the city assured residents at the time it acquired this parcel “that  
34 improvements proposed by the city would conform to the then current height and  
35 density limitations.” Based on that commitment, I endorsed the purchase by the  
36 city. What happened to that promise? I understand that there is great pressure on the  
37 city to construct or facilitate the construction of more affordable housing, however I hope  
38 that the integrity of the unique resort city vibe is not tossed out with the bath water. So,  
39 as you deliberate with the Brinshore Development, please consider some of the  
40 following: -PC is not “Urban” and never should be. Tall, tight buildings feel Urban.-  
41 Important “site lines” from the intersection of Kearns and Monitor to the mountains and  
42 resorts should not be blocked. -The improvements on this prominent corner should be  
43 of the highest quality as they will likely stand for 70 years or so. Particularly, given the  
44 substantial investment that will be made in underground parking and utility relocation. -  
45 The improvements should not feel or appear “residential” with balconies or other typical

1 housing architectural elements that are exposed to either of these prominent streets or  
2 the public spaces in the interior plaza. Instead of designing individual outdoor spaces  
3 (balconies) for each unit, perhaps common outdoor areas on upper (or the top level) of  
4 the buildings would be preferable. The overall appearance should suggest commercial,  
5 rather than residential. Entrances to the residential portions of these mixed  
6 use buildings should be condensed/centralized, mostly invisible, and blend with the  
7 commercial uses and public spaces of the interior plaza. -Significant horizontal and  
8 building height articulation is needed to shrink the apparent mass and monolithic  
9 appearance of the buildings. -Generous and numerous screened portals between and  
10 through the buildings are needed to invite the community into the interior plaza and  
11 its commercial tenants, art displays, entertainment activities and gathering places from  
12 the adjacent streets. -I hope a "sea of multifamily housing" like that occurring through  
13 downtown SLC, Sugarhouse, and the surrounding SL valley cities is NOT the future of  
14 BOPA. The commercial spaces in that sea of multifamily are largely uneconomic and  
15 struggling, and appear to be an appeasement to the city treasurers, new urbanist  
16 planners and public transportation advocates...or more realistically, merely a way to  
17 encircle and screen the parking garages. -There will be some fantastic view from the  
18 highest levels of these buildings, views that current residents enjoy as we move around  
19 town...views that will be lost forever, so please incorporate some public and commercial  
20 uses and spaces into the tops of these buildings (restaurants, event centers, rooftop  
21 parks, etc). -Hopefully you will all spend hours and days looking at Brinshore's projects  
22 and others like them in the SL valley...there is much to be learned from doing so. Please  
23 be careful with the BOPA 5.5 acre parcel. It will set a precedent for the future of the  
24 entire greater BOPA area. I have reviewed Brinshore's portfolio of mixed use and  
25 multifamily projects. The one overwhelming commonality is that nearly all of their  
26 buildings are very vertical...very straight up and down. That's because it is the most cost  
27 efficient design. Then, they dress up those vertical building exteriors with a multitude of  
28 colors, materials, patterns and landscaping to mitigate the extreme simplicity and  
29 monolithic mass of the basic structure(s). It's not an entirely bad idea for the BOPA 5.5  
30 parcel if more building height and setback articulation is added...because it does look  
31 more commercial and than residential, something I think is important to accomplish on  
32 this prominent corner. Their architects need to "step it up" and be given license to adapt  
33 Brinshore standard "modus operandi" into something that reflects Park City's character,  
34 history and vibe. At ground level, this development should feel like a first class  
35 community gathering and commercial experience. One that surrounding neighborhood  
36 residents, project residents and visitors alike want to frequent all the time. Thanks for  
37 listening, Clay Stuard 35 year Park Meadows Resident Former Land Developer,  
38 Planning Commissioner and General Plan Participant Park City Enthusiast."

39

40 Mayor Worel closed public input.

41

42 Council Member Rubell had a hard time as the project developed. He didn't think the  
43 City treated Park City Heights well over the years. This was a vibrant community. The  
44 road cost was more expensive than estimated and might increase more. He stated

1 there was high level analysis of the east side of Richardson Flat and he didn't know if it  
2 would work, but he didn't know if this was the best idea anymore.

3  
4 Council Member Toly stated this property was not bought for development, but for open  
5 space. Ten acres had been set aside for development. She read excerpts from COSAC  
6 meetings. She stated the development could not be moved across the street and she  
7 supported moving forward with this project. Council Member Ciraco indicated this was  
8 not building affordable housing, but assessing the feasibility of the site. He noted the  
9 steep slope of the site and stated there was no initial work on the other side. He read  
10 from the feasibility study done in 2023 regarding constraints. He supported affordable  
11 housing but wanted to work on the other side of the property to see if they were making  
12 a mistake.

13  
14 Council Member Dickey understood the concerns from the residents of Park City  
15 Heights. His objective was to continue moving forward with housing on this site. There  
16 were many challenges on the other side of the property. So much work had been done,  
17 and they were at the point of moving forward so he wanted to continue with this. He  
18 asserted the City would mitigate impacts to Piper Way residents.

19  
20 Council Member Parigian heard the complaints but didn't see the 10 acres as invasive.  
21 He asked how many cars would go through there when the development was  
22 completed, to which Dennis stated 10 trips per day per unit. John Robertson noted the  
23 trip estimates would be reduced when Transit was figured out. Council Member Parigian  
24 supported this project but wanted to look on the other side of Richardson Flat for  
25 additional housing in the future.

26  
27 Mayor Worel opened public input.

28  
29 Hal Pruitt 84060 recommended that the Council not approve this road improvement. He  
30 thought the Council was premature to move forward with this road. By opening this  
31 road, the Council was encouraging development, and he gave an example of proposed  
32 development in the past that died because this road was not opened. He indicated the  
33 consultants didn't portray the unintended consequences. In the last five days, people  
34 drove around the closed road and now it wouldn't be kept closed.

35  
36 Mayor Worel closed public input.

37  
38 Council Member Toly moved to authorize the City Manager to execute an agreement  
39 with WSP not to exceed \$725,000, in a form approved by the City Attorney's Office, for  
40 Design Professional Services Related to the Clark Ranch Access Road Project. Council  
41 Member Dickey seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Dickey, Parigian, and Toly

**NAYS:** Council Members Ciraco and Rubell

Wineman reviewed the Clark Ranch Private Activity Bonds Application staff communications report and stated the recommendation was to have a concurrent Planning Commission and Council approval process. They needed to rezone the 10 acres, make a subdivision amendment, and start the MPD process. The majority of the Council supported this with Council Member Rubell not supporting it due to his desire to look at another area. Council Member Ciraco didn't want to be in the position of subsidizing the units by \$100,000 per unit because of the difficult site so he did not support the process. Wineman stated they would meet with individual Council members to look at schematic design options and costs as well as inform them on what was expected of the City. Council Member Ciraco noted there was a land cost component as well and he didn't want to ignore that. Wineman noted the land was purchased with sales tax revenue, not open space money.

Council Member Parigian stated this contract was minimal compared to getting 200 units. He knew it had to get through Planning, but he didn't want to kill it now. Mayor Worel summarized the majority of Council supported the recommendation.

**VI. OLD BUSINESS**

**1. Consideration to Authorize the City Manager to Enter a Construction Manager Agreement Guaranteed Maximum Price Amendment for the Community Center Project, in a Form Approved by the City Attorney's Office, with Okland Construction Company Inc., for a Guaranteed Maximum Price of \$17,380,743. In Addition, per Resolution No. 21-2023, Consideration to Waive Park City Building Permit and Impact Fees in the Amount of \$289,894.97:**

Ken Fisher and Tate Shaw, Recreation Department, presented this item. Fisher noted this had been discussed over several meetings and the contract approval was the final step. Council Member Rubell stated this project kept getting more expensive and he noted this contract included language that the cost did not include tariffs. Fisher indicated language regarding tariffs was becoming more common in construction agreements. It was similar to any change order where they would come back to Council with the request. Council Member Rubell asked if there was language to protect the City against tariffs. Margaret Plane stated this was common language and was also included in the Marsac Affordable Housing Project contract. She noted with price escalation or de-escalation there would be a change order that would come to Council.

Mayor Worel opened public input. No comments. Mayor Worel closed public input.

Council Member Ciraco moved to authorize the City Manager to enter a construction manager agreement guaranteed maximum price amendment for the Community Center

1 Project, in a form approved by the City Attorney's Office, with Okland Construction  
2 Company Inc., for a guaranteed maximum price of \$17,380,743. in addition, per  
3 Resolution No. 21-2023, approve waiving the Park City building permit and impact fees  
4 in the amount of \$289,894.97. Council Member Dickey seconded the motion.

5 **RESULT: APPROVED**

6 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

7  
8 **2. Consideration to Approve Ordinance No. 2025-18, an Ordinance Rezoning**  
9 **Approximately 70 Acres between Park Avenue, Kearns Boulevard, Bonanza Drive,**  
10 **and Deer Valley Drive from General Commercial and Light Industrial to Bonanza**  
11 **Park Mixed-Use District, Enacting Land Management Code Chapter 15-2.27 to**  
12 **Implement the Bonanza Park Small Area Plan, Updating the Frontage Protection**  
13 **Zone to Enhance the City's Entry Corridors, Updating Chapter 15-6.1 to Allow**  
14 **Affordable Master Planned Developments in the Bonanza Park Mixed-Use District,**  
15 **and Amending Section 15-15-1 to Define Key Terms:**

16 Rebecca Ward, Planning Director, presented this item and reviewed the small area plan  
17 was approved a year ago and at that time the Council encouraged continuing public  
18 engagement through the public hearing process. She noted any public comments could  
19 be emailed to the Planning Department and they would be included in the packet for the  
20 August 26<sup>th</sup> meeting.

21  
22 Mayor Worel opened the public hearing.

23  
24 John Greenfield 84060 stated the proposed code was foundational. He quoted Council  
25 Member Rubell's concerns from the TownLift article. He stated once entitlements were  
26 given, they couldn't be taken away. He wanted to go slow until it was right.

27  
28 Craig Elliott 84060, architect with Elliott Workgroup, worked in the district since 1999,  
29 and stated this area was the best opportunity in town. He thought the past Council put  
30 an MPD there to help development, but it didn't work. It was important to get a new  
31 zone that worked. Representing his client who owned Holiday Village, there was  
32 concern on the size restriction for commercial development and he wanted to update it.  
33 The size wasn't conducive to breaking it up into pieces. Elliott didn't want to make  
34 existing buildings obsolete with the code changes. Making subtle tweaks to the code  
35 would help existing building owners in the neighborhood.

36  
37 Greg Friedman 84060 lived in a Claimjumper Condo and the area was zoned residential  
38 and it was used for workforce housing. He thought a rezone was in order. He saw there  
39 were levers to incentivize developers, but they did not incentivize current owners. He  
40 didn't favor a code that prohibited owners from rebuilding in existing footprints and  
41 setbacks, mandated underground parking and reduced existing parking spaces,  
42 mandated commercial occupancy, or prohibited nightly rentals from current  
43 condominium units. He favored code that encouraged those actions but not mandated  
44 them.

1 Mary Wintzer, Wintzer Wolfe Properties, felt the code changes were out of balance.  
2 Significant paths and wide paved pathways were not necessary. This would be taking  
3 her land, and she would have to pay to have them built. She stated the paths would  
4 require the removal of trees and she didn't want to remove them. The viability of the  
5 small businesses could not exist with the proposed changes. There would also be a  
6 noticeable loss of the neighborhood identity. Her attorney submitted a letter to protect  
7 the uses of the existing tenants. She asked for that consideration from the Council.

8  
9 Clay Stewart 84060 hoped the Council would continue the item and reconsider what  
10 was being done. He stated developers extracted the incremental value that was created  
11 from underutilized properties and then maximized profitability. He asked the Council to  
12 be careful because developers would take advantage of the situation.

13  
14 John Kenworthy 84060 thanked Rebecca Ward, Brad Olch, and Sarah Hall for putting a  
15 light on what's going on here. He stated there were fewer visitors on Main Street and  
16 China Bridge needed to be demolished. The top priority for the inner City was parking  
17 and circulation in the core. He asked what was being done to analyze where the best  
18 locations were for community shared parking lots. He agreed with Council Member Toly  
19 and wanted to see a comprehensive plan that worked. He discussed the years of talking  
20 about traffic. He wanted to know where the community shared parking would be so  
21 developers could pencil three story buildings. He encouraged the City to look at parking  
22 from the inside out.

23  
24 Jamie Peters 84060, Homestake owner, thanked the Planning team for listening to  
25 previous feedback and recommended the grandfathering in of short-term rentals for  
26 Homestake. She asked the Council to unconditionally grandfather those rights or delay  
27 the BPMX vote. She also submitted the following eComment: "Thank you for  
28 considering public input on the proposed BPMX Core Zone. I also want to thank the  
29 Planning Team for listening to earlier feedback and recommending the grandfathering of  
30 Homestake's nightly rental/short-term rental (STR) rights. Your responsiveness is  
31 appreciated. I respectfully ask the Council to go one step further and unconditionally  
32 grandfather STR rights for Homestake, permitting the existing allowed uses to remain in  
33 the event of redevelopment without those rights disappearing, as could happen under  
34 LMC Chapter 15-9 (Draft Code line 1330). When the Council considered this matter in  
35 May, I believe a majority expressed discomfort with stripping existing rights. If doing so  
36 is unfair now, it won't become fair later. Conditional grandfathering still leaves  
37 Homestake in a weakened position long-term, especially if we ever attempt  
38 redevelopment to preserve the community. There is no redevelopment planned, and our  
39 HOA is focused on preserving and repairing our existing buildings. While Homestake  
40 currently is not used for nightly rentals, that option is important for flexibility, particularly  
41 if it could help support future improvements. Additionally, it was recently pointed out that  
42 a statement in The Bonanza Park Small Area Plan could possibly help our community.  
43 The Bonanza Park Small Area Plan includes six overarching goals and 19 specific  
44 implementation statements. Statement #13 (labeled I3 in the July 10 staff report) falls  
45 under Goal #4: "Bonanza is Inclusive." It states that the City would "work with residents

1 and property owners to preserve naturally occurring moderate income housing already  
2 existing in the neighborhood.” Yet, this statement—the one most relevant to  
3 Homestake—is the only one of the four inclusivity strategies that lacks any supporting  
4 detail, context, or proposed implementation in the staff report. Without further  
5 clarification, there is no practical path for Homestake to engage with this part of the  
6 plan, which raises concerns that it may be overlooked or fade from priority once the  
7 zoning changes are adopted. Please delay approval of the BPMX zone to allow us time  
8 to understand and pursue the preservation strategies outlined in the Bonanza Park  
9 Small Area Plan. We ask you to honor that goal—not just list it—by giving Homestake  
10 time and flexibility to explore options. In the draft ordinance (2025-18), the City affirms  
11 its intent to provide “fundamental fairness in land use regulation.” We believe fairness  
12 means giving Homestake a fighting chance to preserve what has functioned for  
13 decades as moderate-income housing in Park City. Please either: \* Grant unconditional  
14 grandfathering of Homestake’s STR rights by not requiring the property to fall under  
15 LMC Chapter 15-9 Non-conforming uses, OR \* Delay the BPMX vote to allow time for  
16 real implementation of preservation strategies.”

17  
18 Mike Todd, owned 24 properties in 84060 and lived in 84098, and was not opposed to  
19 density or height, but didn’t want soulless building and construction. He loved where  
20 they were headed, but it was still partially wrong. He thought it needed to be protective  
21 of his neighbors and himself while moving the district forward in a positive way.

22  
23 Brad Olch, 84060, stated his letter spoke for itself.

24  
25 Sarah Hall, 84060 thanked the Council, Planning Commission and staff. It was  
26 challenging drafting code and she felt it still needed a little work.

27  
28 Todd Humphrey eComment: “It has been brought to my attention that the Park City  
29 Council is considering significant changes to sidewalks and bicycle paths along Iron  
30 Horse Drive. The cost of these modifications will be assigned to local building owners.  
31 Over 3 decades of retails experience confirms that these costs will ultimately be  
32 shouldered by the local, small businesses operating in the area. Good Earth  
33 Markets joins our voice with neighboring Iron Horse businesses in opposition to these  
34 changes. The removal of mature trees and altering green spaces, in addition to the  
35 required modifications to current spaces used by businesses along Iron Horse, would  
36 result in irreparable damage to small businesses in the area. It is abundantly clear that  
37 the negative impact will significantly exceed the benefits derived from marginal  
38 increases in foot or bicycle traffic. I urge Mayor Worel and the City Council to protect  
39 business in the Prospector District. Please withdraw this proposal and don't change  
40 paths on Iron Horse.”

41  
42 Council Member Ciraco moved to continue Ordinance No. 2025-18, an ordinance  
43 rezoning approximately 70 acres between Park Avenue, Kearns Boulevard, Bonanza  
44 Drive, and Deer Valley Drive from General Commercial and Light Industrial to Bonanza  
45 Park Mixed-Use District, enacting Land Management Code Chapter 15-2.27 to

1 implement the Bonanza Park Small Area Plan, updating the Frontage Protection Zone  
2 to enhance the City's entry corridors, updating Chapter 15-6.1 to allow Affordable  
3 Master Planned Developments in the Bonanza Park Mixed-Use District, and amending  
4 Section 15-15-1 to define key terms to the August 26, 2025 meeting. Council Member  
5 Toly seconded the motion.

6 **RESULT: CONTINUED TO AUGUST 26, 2025**

7 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

8  
9 **VIII. ADJOURNMENT**

10  
11 With no further business, the meeting was adjourned.  
12  
13  
14

\_\_\_\_\_  
Michelle Kellogg, City Recorder

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**PARK CITY SPECIAL COUNCIL MEETING MINUTES - DRAFT**  
**445 MARSAC AVENUE**  
**PARK CITY, UTAH 84060**

**July 31, 2025**

The Council of Park City, Summit County, Utah, met in open meeting on July 31, 2025, at 5:00 p.m. in the Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property at 5:00 p.m. Council Member Parigian seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Ciraco, Parigian, Rubell, and Toly  
**EXCUSED:** Council Member Dickey

**CLOSED SESSION**

Council Member Dickey arrived at 5:03 p.m.

Council Member Ciraco moved to adjourn from Closed Meeting at 5:30 p.m. Council Member Parigian seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**III. ADJOURNMENT**

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder



## City Council Staff Report

**Subject:** Professional Service Agreement for Transit Digital Signage Hardware and Software  
**Author:** Franklin Williams, Transit ITS Manager  
William DeGroot, Transit Manager  
**Department:** Transportation  
**Date:** August 14th, 2025

### Recommendation

Authorize the City Manager to execute a Professional Services Agreement (PSA) with Message Point Media of Alabama, Inc. (MPM), in a form approved by the City Attorney's Office, for the transfer of licensing and purchase of Transit Digital Sign Hardware and Software for a three year term, in an amount not to exceed \$218,149.25.

### Executive Summary

On [May 15, 2025](#), the Council authorized the City Manager to execute a PSA with Ineo Systrans USA Inc. (Equans), for a new Computer Aided Dispatching and Automated Vehicle Location (CAD/AVL) system. Existing digital sign licensing and support has to be transferred from the prior CAD/AVL provider (Avail Technologies) to either PCMC or to Equans, the new provider. A thorough analysis showed it was more cost effective and beneficial for sign management if we entered into a direct agreement with the sign provider (MPM) vs transferring the licensing and support as a sub-contract to Equans. This contract with MPM will transfer existing warranty and support under the prior provider to a direct agreement between MPM and PCMC to ensure continuity in functionality of existing signage and allowances for anticipated future digital sign needs.

### Background

Transit ITS systems include many components including digital signage on buses and public facing locations like bus stops. Generally, a CAD/AVL provider does not have expertise in digital signs, so they sub-contract that capability as part of their suite of offerings. Our digital sign provider is through a sub-contract to our existing CAD/AVL provider. On May 15<sup>th</sup>, 2025 the Council authorized the City Manager to execute a contract with Ineo Systrans USA Inc. (Equans), for a **new** CAD/AVL system that will replace the existing Avail system. Therefore, the digital sign provider subcontract for sign support and licensing needs to be transferred to ensure continued functionality of existing systems. Additionally, development plans in Park City and continued bus stop enhancements will include future deployments of digital signage. The proposed agreement with MPM will ensure we directly acquire the licensing for current operations and have the procurement capabilities in place to acquire and deploy public facing transit information at future anticipated locations.

### Analysis

On [February 2, 2023](#), Council approved a contract amendment with Avail Technologies, Inc. to provide new transit bus stop digital signs, warranty, and support services.

As a part of this agreement, we purchased the following equipment:

- 10 E-Paper (tablet based low power "e-ink" displays)
- 2 LCD displays for Fresh Market and Park Ave Condo stops
- 12 multi-route LED signs

The funding for the above hardware and support was through a Federal ITS enhancement grant. After the initial installation of the original hardware was complete, we determined additional grant funds were available, and additional hardware was purchased to deploy at new bus stop shelters and other high ridership stops.

With these funds, we purchased the following additional hardware:

- 12 E-Paper
- 1 dual sided LED matrix
- 1 multi-route LED

The licensing to permit operation of this equipment, in addition to the on-vehicle displays acquired through our recent bus procurements, must be transferred from the existing CAD/AVL provider (Avail) either to the new CAD/AVL provider (Equans), or PCMC. Based on cost savings, we recommend direct licensing with MPM and the City. Direct licensing shortens future hardware acquisition and implementation and potential custom installation requirements such as the anticipated Deer Valley re-development. This agreement also includes the option to retrofit and push content and real time bus route information to existing displays on our current fleet of fixed route buses.

## Funding

Funding for the three-year contract (totaling \$218,149,25) will be covered from two funding sources:

- The agreement with Avail Technologies is ending December 31<sup>st</sup>, 2025. Our budget included renewal of that agreement in the event the result of the RFP was to remain with Avail. Therefore, since we are not renewing the Avail contract, there are remaining dollars currently budgeted that will be redirected to this direct agreement with MPM. The use case for the funds is the same – transit ITS systems. That amount is \$84,501.50 and covers **existing** hardware support and licensing for the three year term.
- The remaining \$133,647.75 represents optional future years of licensing and support, and anticipated new hardware purchases during the three year term, and will be funded from the Transportation General Fund when/if those options are exercised.

This financing plan keeps the contract within approved budget limits while providing flexibility for future service extensions that would require additional digital sign deployments.

## City Council

### Staff Report

**Subject:** Re-create 248: Modes and Alignments for Level 2 Screening  
**Author:** Conor Campobasso, Senior Transportation Planner; Julia Collins, Transportation Planning Manager  
**Department:** Transportation Planning  
**Date:** August 14, 2025

#### Summary

The SR-248 corridor is a critical gateway for Park City's residents, employees, and visitors, averaging nearly 20,000 vehicular trips daily during peak winter conditions. Given the explosive growth occurring and planned along the Wasatch Back and attempting to reduce or provide viable alternatives to 248 congestion, Park City is conducting a transit-focused Alternatives Analysis (AA) in partnership with UDOT and other agencies. This AA is the first step in a Federally compliant process to qualify for future infrastructure funding assistance.

#### Study Initiation and Direction

On [June 28, 2024](#), when the City Council authorized the Transit Study and AA, it directed the Study to:

- Improves east-west mobility on SR-248;
- Preserves UDOT's operational needs;
- Supports viable regional transit connections;
- Increases transit reliability and travel-time competitiveness; and
- Meet eligibility requirements for federal funding.

This also marked a strategic commitment to align long-term capital and infrastructure investments on 248 with community needs and Olympic-related timelines.

#### How We Got Here: Study Milestones

##### Existing & Future Conditions

In late 2024, we presented a comprehensive [Existing and Future Conditions report](#) highlighting transportation gaps and demographic trends along SR-248. The analysis helped shape the study's Purpose and Need statements, used to evaluate transit alternatives.

##### Initial Screening: Purpose & Need

On [December 6, 2024](#), the Council reviewed and supported an initial [Purpose and Need Screening](#), a high-level filter to eliminate infeasible transit options. As seen in Figure 1, seven modes were removed because they did not meet the project's goals. Three remained under consideration:

- Bus Rapid Transit (BRT);
- Light Rail Transit (LRT); and
- Automated Guideway Transit (AGT).

In addition, the Council also requested further analysis of two alignments:

- On-Corridor (SR-248)
- Rail Trail



Figure 1: Purpose and Need Screening Outcome

### Level 1 Screening: Comparative Analysis

In 2025, a more technical Level 1 Screening assessed six combinations of mode and alignment and a no action alternative. The evaluation used national transit criteria, environmental datasets, equity and access metrics, and project feasibility indicators. Key findings:

- On-Corridor alignment options outperform Rail Trail options;
- BRT is the highest performing mode, offering improved system on time performance, flexibility, compatibility with existing and future systems, and a shorter construction timeline;
- The Rail Trail presents an attractive, separated alignment, but also includes considerable legal, environmental, and operational complications, including a federal railbanking status and potential conservation easements; and
- These findings are detailed in Exhibit A: Draft Level 1 Screening Report.

### Public Engagement

Following the Council’s direction to conduct major outreach once feasible options were identified, engagement was conducted in spring and summer 2025. A combination of stakeholder meetings, a neighborhood meeting, an open house, and digital communications revealed strong public support for enhanced transit on SR-248, with most participants favoring:

- BRT in dedicated lanes;
- An on-corridor alignment; and
- Avoiding the Rail Trail alignment



### **Questions from the City Council from July 10, 2025**

As part of the Staff Communications from [July 10, 2025](#), the City Council raised the following questions for the next round of policy discussions:

#### **Why were passenger vehicle flex lanes eliminated?**

Flex lanes for general-purpose traffic were eliminated because they did not meet the Purpose and Need. While initially better for vehicle travel times, the primary factor for elimination is that they did not prioritize public transit and would result in more vehicles in town fast, without adequate infrastructure to support them (intersections, travel and turning lanes, signals, and more). In addition, parking supply in town to support the increased volume of cars, which is not contemplated in future land use plans, do not favor public transit, and parking reductions.

In short, while initially making a vehicle trip faster, this option adds car volumes to our entire roadway network, further congesting the town overall. Previous Park City Studies also showed possible business access impacts, higher vehicle speeds, and visitor confusion. Importantly, however, flexible transit lanes were left in the AA to explore, as a result of the level 1 screening.

#### **Have you looked at the impacts of the rock-cut on SR-248?**

The previous SR-248 2019 UDOT Environmental study analyzed a “rock-cut” (cutting into/excavating the side of PC Hill) to widen the road and provide additional vehicle travel lanes. It showed that a 15’ wall would be required, and visual mitigation options such as rock pocket planting, sculpted shotcrete, and green wall systems are available. Data from that previous study was applied to the expected footprint of each mode and showed that the impacts on the rock cut may be reduced (depending on mode).

Since 2019, this impact study report has often been mischaracterized. At the time, UDOT had allocated approximately \$3–5 million for improvements to SR-248 and Park City’s roadway. Park City transportation staff recommended using those funds for a dedicated transit lane, which initiated the 2019 impact study—funded by Park City.

However, the study ultimately recommended a different solution: widening SR-248, which would have required extensive right-of-way acquisition. This proposal was

presented at a UDOT open house at Park City High School and was not supported by the City Council. Instead, Park City worked with UDOT to preserve a few key improvements, such as the inbound express bus shoulder, pedestrian improvements, landscaping, and upgraded bus stops.

Importantly, the total funding available at the time was never more than \$3-5 million. Park City did not turn away \$50 million in funding. Projects of that scale require years of planning through UDOT's Statewide Transportation Improvement Program (STIP) process and are typically budgeted at least five years in advance, such as 224 BRT project.

**Has a subgrade/tunnel alignment been evaluated, specifically for the Rail Trail?**

No, this has not been evaluated and would require additional resources. Additional policy direction is required if desired.

**Policy Decision Needed**

At the City Council August 14 meeting, we request that the Council confirm which mode(s) and alignment(s) should move forward into Level 2 Screening, which involves feasibility analysis and conceptual design. It will outline the alternatives, with potential transit stop locations and lane configurations. A transit-specific model will be run to evaluate the performance and ridership projections for the Council. This will involve visualized concepts.

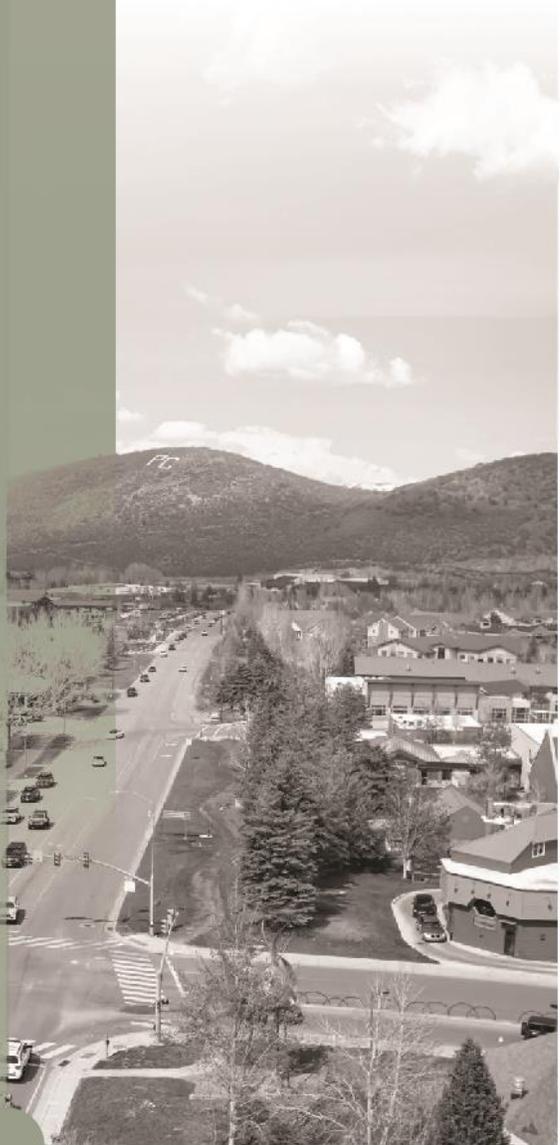
We are requesting Council direction on whether to continue studying the Rail Trail alignment, given public concerns and the potential impacts.

**Exhibits**

Exhibit A: Draft Level 1 Screening Report

LEVEL 1 SCREENING  
SUMMARY

June 2025



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## Acronyms and Abbreviations

AGT	Automated Guideway Transit
BRT	Bus Rapid Transit
CIG	Capital Investment Grant
HVT	High Valley Transit
FTA	Federal Transit Authority
LPA	Locally Preferred Alternative
LRT	Light Rail Transit
MOE	Measures of Effectiveness
OTTC	Old Town Transit Center
PCMC	Park City Municipal Corporation
PCT	Park City Transit
Rail Trail	Historic Union Pacific Rail Trail
Re-create 248	Re-create 248 Transit Study
SRTTP	Short Range Transit Plan
SWG	Stakeholder Working Group
TAC	Technical Advisory Committee
UDOT	Utah Department of Transportation

# 1 STUDY OVERVIEW

## 1.1 INTRODUCTION

Park City Municipal Corporation (PCMC), located in Summit County, UT, in collaboration with the Utah Department of Transportation (UDOT), has initiated the Re-create 248 Transit Study (Re-create 248). The study is aimed at enhancing reliable high-capacity transit service along the SR-248 corridor, Bonanza Drive, and Deer Valley Drive that can be advanced to the next phase of project development: a National Environmental Policy Act (NEPA)-level environmental study and preliminary engineering. This study follows the Federal Transit Authority (FTA)-appropriate planning process and will identify a locally preferred alternative (LPA) that will include a definition of areas to be served, transit mode/type of transit technology, and logical termini (project limits).

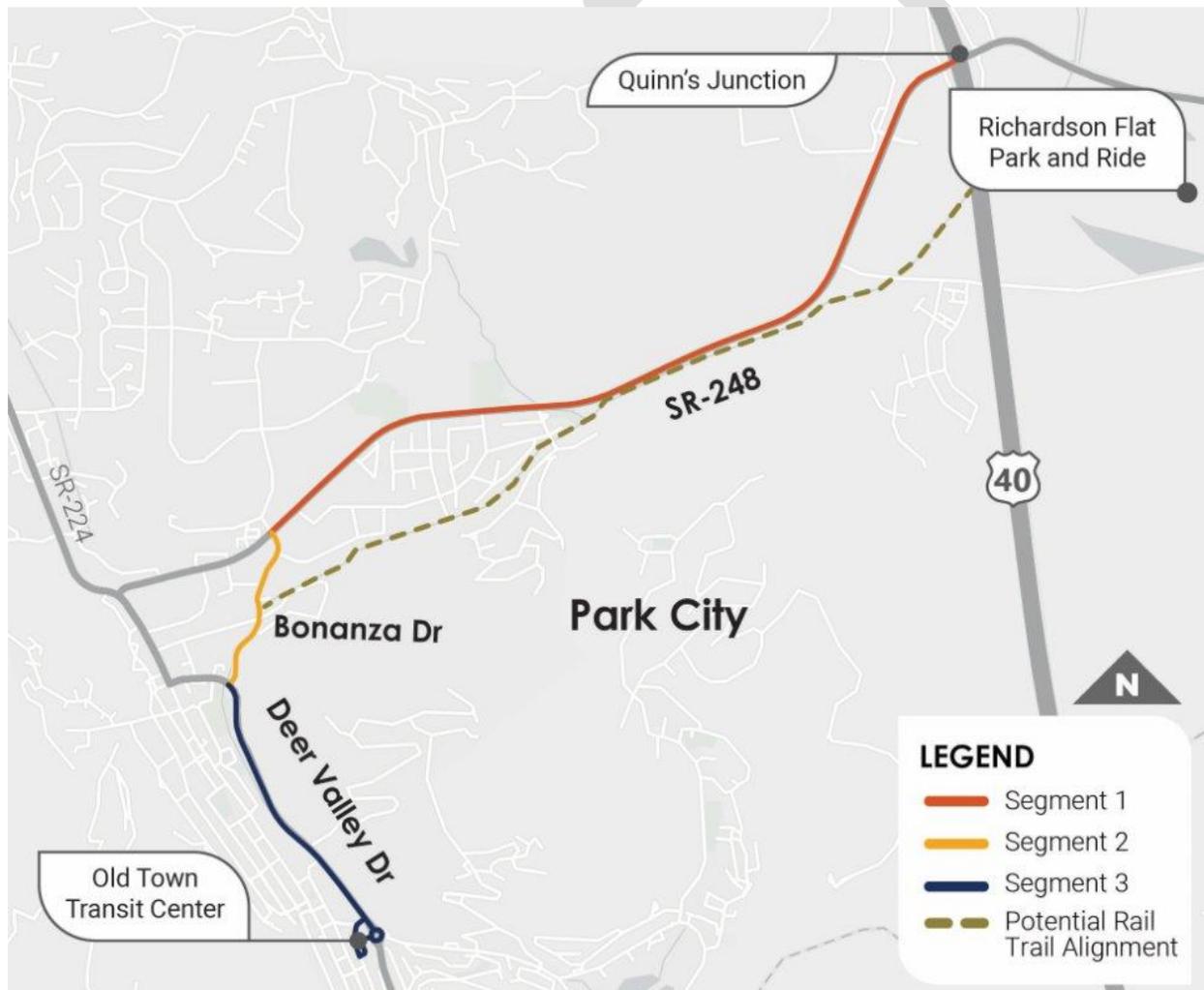


Figure 1. Re-create 248 Study Area Map

## 1.2 STUDY AREA

The study area for Re-create 248 is between SR-248 from Quinn’s Junction to Bonanza Drive with a connection to Richardson Flat Park and Ride (Segment 1), Bonanza Drive from SR-248 to Deer Valley Drive (Segment 2), Deer Valley Drive from Bonanza Drive to the Old Town Transit Center (OTTC) (Segment 3), and the Historic Union Pacific Rail Trail (the Rail Trail) from Quinn’s Junction to Bonanza Drive (Figure 1.)

## 1.3 REPORT PURPOSE

This report summarizes the initial Level 1 Screening process conducted to determine which of the range of viable alternatives best meets the Purpose and Need Statement while minimizing community impacts.

This report describes the:

- Methodology used for evaluating the Level 1 transit alternatives
- Level 1 Screening results
- Feedback from the Stakeholder Working Group (SWG) and the Public Open House related to the Level 1 Screening results

The **Stakeholder Working Group** is comprised of community representatives, elected officials, and technical experts. The SWG engaged at key milestones throughout the process.

The **Public Open House** was held on May 13, 2025, where the Purpose and Need, Range of Alternatives, Purpose and Need Screening, and Level 1 Screening results were shared.

## 1.4 PREVIOUS PURPOSE AND NEED SCREENING RESULTS

The Level 1 Screening builds off of the Purpose and Need Screening, completed in the Fall of 2024. An initial range of twelve alternatives were screened to ensure that the alternatives advancing into Level 1 met and addressed the project’s Purpose and Need and eliminated any options that did not clearly meet Purpose and Need and/or had fatal flaws likely to prevent successful implementation. The range of alternatives came from previous studies and plans, input from the community within those previous efforts, and direction from staff and local leadership. Additional information can be found in the [Purpose and Need Screening Report \(January 2025\)](#). Measures of effectiveness (MOEs) were developed, and each alternative was assessed using a three-scale rating (yes, no, and maybe), for instance:

- **Yes** – the mode clearly needs the Purpose and Need and the MOEs
- **Maybe** – the mode may meet the Purpose and Need and MOEs with certain considerations, OR additional information and analysis is needed to determine IF the alternative can properly meet the criteria
- **No** – the mode does not meet Purpose and Need or MOEs

The summary of the Purpose and Need Screening is as follows (Table 1):

Table 1. Purpose and Need Screening Results

Alternative	MEASURES OF EFFECTIVENESS							FEAS.
	Does the alternative reduce congestion or reduce travel delay?	Does the alternative provide access to key destinations on-corridor?	Does the alternative reduce transit travel times?	Does the alternative increase on-time performance of transit?	Does the alternative provide reliable transit service on-corridor for the population?	Does the alternative provide high-frequency transit on-corridor with limited road widening?	Does the alternative provide additional travel modes on-corridor in the study area?	
No Action Alternative	Not Screened							
Gondola	●	●	●	●	●	●	●	●
One Way Traffic Loop	●	●	●	●	●	●	●	●
Reversible Flex Lanes	●	●	●	●	●	●	●	●
Dedicated Bus Lanes	●	●	●	●	●	●	●	●
Light Rail	●	●	●	●	●	●	●	●
Automated Guideway Transit	●	●	●	●	●	●	●	●
Rail Trail Transit Alignment	●	●	●	●	●	●	●	●
Electric Vehicle Tunnel	●	●	●	●	●	●	●	●
Traditional Widening	●	●	●	●	●	●	●	●
Commuter Rail	●	●	●	●	●	●	●	●
Minor Transit Improvements	●	●	●	●	●	●	●	●

Yes ● Maybe ● No ●

The alternatives screened out at this phase included gondolas, one-way traffic loops, reversible flex lanes for cars (with the caveat that reversible flex lanes will be studied for exclusive transit use during this process), streetcar, electric vehicle tunnels, traditional roadway widening, and minor transit improvements (Figure 2). The alternatives screened out were not transit solutions, and/or did not meet the Purpose and Need Statement. Alternatives that advanced into Level 1 Screening met the Purpose and Need, or did not have enough data or definition to screen out at this phase.



Figure 2. Alternatives that did not Advance to Level 1 Screening

## 2 LEVEL 1 SCREENING PROCESS

The Level 1 Screening (Figure 3) process was a NEPA-appropriate initial Screening process that included developing high-level footprints and general alignment assumptions for the three alternatives (modes) and the two alignments (SR-248 and the Rail Trail). The goals of Level 1 Screening were to:

- Evaluate the remaining alternatives that screened through the Purpose and Need Screening using the Measure of Effectiveness (MOEs) as defined in that report.
- Reduce and refine the viable alternatives to eliminate those that have the potential to be more impactful on the build or natural environment, and that may not serve populations in the study area as well.
- Identify a reduced number of alternatives to advance into the detailed Level 2 Screening effort, forthcoming.

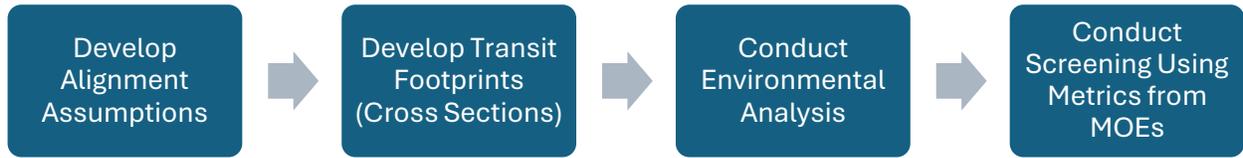


Figure 3. Level 1 Screening Process

## 2.1 ALTERNATIVES THAT ADVANCED INTO LEVEL 1 SCREENING

The following alternatives were recommended to advance into Level 1 Screening from the Purpose and Need Screening Report. The recommended modes and alignments that came out of the screening are as follows, and are found in Table 2:

- On-corridor alignment (SR-248)
  - Bus Rapid Transit (BRT)
  - Light Rail (LRT)
  - Automated Guideway Transit (AGT)
- Off-corridor alignment (Rail Trail)
  - BRT
  - LRT
  - AGT

Table 2. Alternatives that Advanced into Level 1 Screening

MODE	DEDICATED BUS LANES	LIGHT RAIL	AUTOMATED GUIDEWAY TRANSIT/MONORAIL
EXAMPLE			
DEDICATED LANES?	Yes – dedicated bus lanes	Yes – electrified guideway	Yes – elevated guideway
PASSENGER CAPACITY	60-90 passengers per bus	120-180 passengers per car	8-80 passengers per car
COMPATIBLE WITH EXISTING SYSTEM?	Yes	No	No
OTHER CONSIDERATIONS?	<ul style="list-style-type: none"> <li>• Recommended as priority project in Park City Forward.</li> <li>• Compatible with High Valley Transit and Park City Transit plans.</li> </ul>	<ul style="list-style-type: none"> <li>• Steep grades and curves may prohibit service.</li> <li>• Requires separate operations and maintenance facility.</li> </ul>	<ul style="list-style-type: none"> <li>• May not be eligible for federal funding.</li> <li>• Requires separate operations and maintenance facility.</li> </ul>

## LEVEL 1 SCREENING

The Level 1 Screening process focused on determining which alternative(s) best meets the purpose of the project. The primary purpose of this project is to:

- Support the transportation demands of population and employment growth, and economic resiliency in the region.
- Increase the reliability, access, and overall resiliency of travel on the corridor.
- Enhance the quality of life for people by improving access to opportunities between existing and planned centers, housing, and key destinations.
- Support local and regional plans and policies that address transportation demand management.
- Enhance mobility along the corridor through transportation choices.

Additionally, a **feasibility metric** was identified in the Purpose and Need Screening phase and was carried through into Level 1 Screening. Park City stakeholders, the public, and elected officials agree it is important to identify, study, design, and construct a transit project on this corridor prior to the 2034 Utah Winter Olympics. The transit service will serve both residents and visitors during this time and will remain a lasting transit investment for the community into the future. The feasibility metric also assessed whether the alternative was a service-proven technology and likely to be eligible for future federal funds from the Federal Transit Authority (FTA), and whether it is compatible with the existing service and transit authority functions.

### Feasibility Metric:

- Is it feasible to implement before 2034? Y/N
- Is it a service proven technology? Y/N
- Is it compatible with the existing regional transit system? Y/N

### 2.1.1 Overview

Table 3 is an overview of the Level 1 Screening results. This evaluation included primarily qualitative measures that correspond with the Purpose and Need and MOEs, as well as additional planning-related factors, such as potential impacts to sensitive environmental resources. **Please see Table 5 at the end of this report for the detailed screening results.**

Level 1 Screening is high-level and used to illustrate key differences between alternatives based on mode and corridor characteristics and identifies the best performing options. The Level 1 Screening assessed the alternatives using a three-scale rating (high, medium, and low) based on comparative performance between alternatives or level of potential impact(s). For instance:

- **High Performing** – the alternative performed best or better than most other alternatives OR has limited or no potential impacts

- **Medium Performing** – the alternative does not perform distinctly better or worse than other alternatives, OR has moderate levels of potential impacts
- **Low Performing** – the alternative performs poorly compared to the other alternatives, OR has high levels of potential impacts

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Table 3. Summary of Level 1 Screening Results

MEASURES OF EFFECTIVENESS	METRIC	ON-CORRIDOR (SR-248/BONANZA/ DEER VALLEY DRIVE)			OFF-CORRIDOR (RAIL TRAIL)			NO-ACTION ALTERNATIVE
		BRT	LRT	AGT	BRT	LRT	AGT	
Provides access to key destinations on-corridor	Current and future population employment in the proximity to the alignment(s), ¼ mile and ½ mile analyses.	●	●	●	●	●	●	●
Reduction in transit travel times	Average speed considerations based on corridor and mode characteristics.	●	●	●	●	●	●	●
Travel on-time performance	Potential to accommodate exclusive transit operations. Compatibility with local and regional system.	●	●	●	●	●	●	●
Reliable transit on-corridor for low-income and youth populations	Proximity to low-income, youth, and no-car household populations (¼ mile).	●	●	●	●	●	●	●
Provides high-frequency transit on-corridor with limited road widening	Potential for adverse effects on the natural or built environment, and property.	●	●	●	●	●	●	●
Provides additional travel modes on-corridor	Alignment of alternative and proximity to key destinations, ¼ mile analysis.	●	●	●	●	●	●	●
Feasible and service proven?	Feasible to implement by 2034? Y/N. Service-proven tech? Y/N. Forward-compatible? Y/N.	●	●	●	●	●	●	●

**Green:** High performance and/or low impact  
**Yellow:** Moderate Performance and/or moderate impact  
**Red:** Low performance and/or high impact

Based on the purpose statements and a desire to serve the largest number of people in the study area, **the on-corridor alignment performs better than the off-corridor alignment**. The Rail Trail alignment does not evaluate as well as the SR-248 alignment due to its greater distance from serving populations and centers. A major tenet of the Purpose and Need is to provide on-corridor access; the off-corridor alignment does not meet this expectation or provide the same access for the community. Additionally, **BRT performs best compared to the other alternatives for meeting the feasibility metric**; there is a desire to be actionable by 2034, therefore, LRT and AGT evaluated less favorably in this criteria due to lack of operation and maintenance facilities able to accommodate these modes, and no local transit authority currently trained on operating, maintaining, and making design exceptions for the rail-based modes at this time. Additionally, AGT has ambiguity around the ability to obtain federal funds for this mode and uncertainties of manufacturing lead times.

## 2.1.2 Detailed Results

This section provides detailed descriptions of key findings for each MOE. Table 5, at the end of this report, presents the Level 1 evaluation findings in detail, including specific data points tied to each of the metrics listed in Table 3 above.

### ***Measure of Effectiveness: Provides access to key destinations on-corridor***

The on-corridor alignment performs very well due to its ability to service current and future populations, employment centers, affordable housing complexes, the Park City School District, and medical care facilities in the study area. Because these destinations are primarily located on SR-248, Bonanza Drive, and in Old Town Park City, an on-corridor alignment provides greater access over the Rail Trail corridor alignment. Additionally, there are higher concentrations of populations adjacent to SR-248 than the Rail Trail, indicating the on-corridor alignment would serve more passengers.

The off-corridor Rail Trail alignment does not provide as much access for populations as the on-corridor alignment, which is more proximal to people, destinations, and connections to other transit services.

The on-corridor versus off-corridor performance analysis is the same for each *mode* alternative.

### ***Measure of Effectiveness: Reduction in transit travel times***

Specific to the mode options, LRT and AGT have potential operational challenges compared to BRT, with lower speeds than desired for a high-capacity transit route in this study area. Potential station spacing in this environment would limit operational speeds, and from a travel time perspective, may not compete well with driving. These two rail-based services also require certain specifications for turning radii, which are wider than bus turning radii, creating a larger footprint and slower turning speeds. Horizontal curves and grade changes on Bonanza Drive and Deer Valley Drive would also limit the operating speed of rail-based service. The current

curvature and grades of Bonanza Drive do not meet minimum standard design criteria for LRT, but could potentially qualify for exceptions from the transit authority.

The off-corridor Rail Trail alignment is attractive for operational travel time considerations due to its assumed operational efficiencies, including fewer intersections, signals, and reduced conflicts with other roadway users, for a portion of the alignment. However, passengers may need to walk further to their destinations from the stations.

***Measure of Effectiveness: Travel on-time performance***

Transit travel times and transit reliability considerations were taken from industry standards for these modes (i.e., top speeds for each mode, generally), and the ability for the alternative to operate in exclusive right-of-way. At this phase, all modes were determined to be able to meet this criteria by assuming they will operate in dedicated transit guideways for both on- and off-corridor alignments.

***Measure of Effectiveness: Reliable transit on-corridor for low-income and youth populations***

The on-corridor alignment is more proximal to higher concentrations of the population. The demographic and socio-economic analysis conducted determined that an on-corridor alignment provides access to a larger subset of low-income and youth populations than an alignment on the Rail Trail. Six of the census block groups within a ¼ mile of SR-248 have youth populations around ~20% of the total population, compared to only three census block groups along the Rail Trail. See Table 5 below for details.

***Measure of Effectiveness: Provides high-frequency transit, on-corridor, with limited road widening***

Preliminary design footprints were developed and used to conduct a desktop environmental analysis to determine to what level the alternatives may have potential adverse effects on the natural and/or built environment. The on-corridor alignments appear to be less impactful to the natural environment, primarily because they had minimal impacts to wetlands and the built environment. The off-corridor alignments all indicated potential adverse impacts to wetlands and other environmental resources, and depending on mode, may impact the built environment more at the Bonanza Drive intersection. See Appendix A for a summary of the environmental screening memorandum.

All footprints on roadway corridors follow the alignment of the corridor and are based on UDOT’s Light Rail Manual of Instruction and UDOT’s Bus Rapid Transit Manual of Instruction standards for lane widths, track widths, and buffer widths, along with desirable minimum curve radii where new curves are introduced. Some existing horizontal curves on certain alignments do not meet the desired minimum.

The footprints on the Rail Trail alignment are based on assumed desirable widths with some guidance from the UDOT manuals for required separation between the Rail Trail pathway and the transit.

The footprints are “high level,” created by offsetting the edges of pavement or backs of sidewalks to determine the footprint boundary evenly on each side. Minimal design and engineering were conducted to layout lanes throughout the corridors. Design refinements can be made to reduce and/or alter the footprints to avoid issues to some extent.

The PCMC community has expressed that road widening is unfavorable for congestion management but may be accepted in certain locations to allow for dedicated transit service. An on-corridor alignment has fewer widening implications than the Rail Trail corridor. The off-corridor footprints assumed a cross-section that included rebuilding the recreational Rail Trail parallel to the transit service, ensuring it would still provide multi-use recreational and transportation connections for non-motorized trail users, which resulted in an overall wider footprint.

***Measure of Effectiveness: Provides additional travel modes on-corridor***

At this high-level stage, all modes utilizing the on-corridor alignment of SR-248 were determined to be able to meet this criterion of providing travel modes on-corridor. The off-corridor alignment does not meet this MOE for the portion utilizing the Rail Trail section, since it is not an on-corridor alignment.

***Measure of Effectiveness: Feasible and service proven***

**Feasible:** Refers to whether a potential project is implementable within the parameters set up by the local agency. In this instance, can the service be realized and in operation prior to the 2034 Utah Winter Olympics? Several factors go into this feasibility metric, including whether the local agency can either fund solely with local funds in the timeframe, or secure enough federal and/or state funds to execute the service in this timeframe. Additionally, lead times for manufacturing buses, trains, or other service vehicles, as well as operations and maintenance facilities, must be considered. FTA’s Buy America requirements dictate that domestically manufactured products and construction materials should be prioritized. This applies to transportation and transit infrastructure like roads, bridges, and transit systems and materials like iron and steel. Vehicles and other transit infrastructure must be obtainable from U.S. manufacturers, or it must be proven that no other reasonable alternative can be found in the U.S. to utilize foreign materials. Additionally trains have longer lead times for building compared to buses; buses have more options for Buy America standards.

Providing a high-frequency and high-capacity transit service on SR-248 with the ability to connect into the regional transit network within the next 8-10 years is also a key feasibility consideration as this study evaluates and ultimately identifies an LPA. Park City Transit (PCT) and High Valley Transit (HVT) both operate bus-based public transit in the study area. Both agencies are equipped to operate bus service and on-demand micro transit service using shuttles and vans. Their current operations and maintenance facilities, mechanics, and operating staff are trained exclusively on the bus systems. Due to the existing bus maintenance and operational infrastructure, a BRT system would be easier to implement in the corridor than LRT or AGT systems.

**Service Proven:** Refers to fixed route transit service, including modes like buses, trains, or commuter rail/subways, that are publicly funded and regularly operated. Service proven technologies have a track record of reliable service and are often funded by the federal government due to their reliability and historic successes. BRT and LRT are deemed service proven by the FTA, and there are many historical examples of FTA funding these transit systems. FTA has provided a statement that AGT, defined as monorail for this evaluation, services may be evaluated on a case-by-case basis for eligibility for use of Capital Investment Grant (CIG) funds to construct, and while there are a few examples of FTA-funded monorail systems in the United States, they have not been consistently funded at the federal level and not in recent years. Research on past and existing monorail systems in the United States reveals that only two out of eight systems received FTA funds for initial construction. The latest system to receive FTA funding is located in Honolulu, HI, and is currently under construction. The estimated cost of this system is \$8 billion, and the FTA has provided \$1.55 billion in funds, with the project now in the planning and early construction phases, spanning over 20 years. The second system to receive FTA funding is located in Jacksonville, FL, and was constructed in 1989. The cost was \$183 million, and the FTA (then known as UTMA) granted \$23.5 million in funds. The monorail system in Seattle, WA, was privately funded at the time of construction; however, in 2022, the FTA granted \$15 million in funding for ADA accessibility updates. Funding LRT or AGT solely using local funds is likely unfeasible in the timeframe available to implement service prior to the 2034 Winter Olympics. See Appendix C, AGT FTA Funding Memo for additional information.

In summary, BRT and LRT are considered service proven technologies as FTA and Park City defines them. AGT may be considered on a case-by-case basis but proves riskier for the timeline and funding requirements of this mode.

### 3 PUBLIC INPUT

The Stakeholder Working Group (SWG) met on April 2, 2025, to receive updates on existing and future conditions, the development of Purpose and Need, and the Purpose and Need Screening findings. The SWG provided constructive feedback as representatives of the community or on behalf of the organizations they were attending on behalf of. The main themes of this group were:

- **A desire for durable decisions.**
  - The group expressed concern over ensuring a decision could be made quickly and could withstand the test of time, especially as the November 2025 election approaches.
  - Stakeholders had concerns over selecting a complex mode, or an alternative that is not service proven, worrying it would be harder to find consensus and project owners to advance it.
  - Questions were asked regarding who the decision-makers were and who would champion this future project in the long term.

- **Concerns regarding the off-corridor alignment.**
  - Concerns around noise, vibration, ROW impacts, and impacts to open space were voiced. Members of the group expressed that utilizing the Rail Trail would negatively impact the Park City Heights clubhouse and residents in the Prospector neighborhood.
  - Concerns regarding access to key destinations, such as the Park City School District campus, were also expressed.
- **Interest in BRT and LRT.**
  - The group was supportive of the BRT alternative due to its compatibility with the existing transit system and user experience.
  - Additionally, stakeholders viewed this as a positive option in terms of meeting the feasibility metric.
  - Some members of the group voiced support for LRT as the best option, wanting to ensure the project could accommodate future growth and was responsive to the desire for a regional rail or high-capacity transit network from Salt Lake, into Summit and Wasatch counties.

The Re-create 248 Transit Study Team participated in Park City Municipal Corporation's (PCMC) Spring Projects Open House on May 13, 2025. The study team hosted a section of the open house for members of the public to meet the study team, learn about the study's purpose and need, and provide feedback on the range of alternatives and the fatal flaw screening results. Attendees were given a pamphlet to document comments and feedback while they visited each of the five stops:

1. Study Overview
2. Purpose and Need and Purpose
3. Range of Alternatives and Purpose and Need Screening Results
4. Level 1 Evaluation Summary
5. Next Steps

A total of thirty-one individuals attended the Re-create 248 section of the open house, and thirteen public comments were received and documented.

The public provided written feedback, summarized in Table 4.

**Table 4: Public Provided Written Feedback Summary**

TOPIC	NUMBER OF COMMENTS	THEME	DESCRIPTION
<p><b>STOP 1 – STUDY OVERVIEW</b></p> <p>Do you have any feedback on this process?</p>	5	Positive Study Support	The comments reflect a positive reception of the study's objectives and methodology.
<p><b>STOP 2 – PURPOSE AND NEED</b></p> <p>Do the Purpose and Need capture the vision for mobility on this corridor and in Park City?</p>	4	General Agreement	Several attendees responded positively, suggesting that there is a baseline agreement with the Purpose and Need as presented.
	1	Accessibility and Convenience	One commenter emphasized that the proximity of bus stops is crucial for encouraging public transit use, particularly for individuals in ski boots, suggesting that closer bus stops would enhance ridership.
<p><b>STOP 3 – RANGE OF ALTERNATIVES</b></p> <p>Do you have any feedback on the Purpose and Need Screening process or the alternatives that were advanced into Level 1?</p>	4	Questions About Flex Lanes and Alternatives Screening	Attendees expressed confusion over why flex lanes were not advanced and sought clarity on the criteria used for eliminating certain alternatives.
	2	Dedicated Bus Lane Preference	Two participants expressed a preference for dedicated bus lanes.
<p><b>STOP 4 – LEVEL 1 EVALUATION</b></p> <p>Which of the three modes fits best with the community context in Park City?</p>	10	Strong Support for Dedicated Bus Lanes	Multiple comments emphasized a preference for dedicated bus lanes as the primary mode of transit, highlighting their importance for effective service.

TOPIC	NUMBER OF COMMENTS	THEME	DESCRIPTION
	2	General Support for Light-Rail Transit (LRT)	Some attendees expressed interest in light-rail transit (LRT) and suggested starting with dedicated bus service to create opportunities for future rail connections. Some concerns about the noise impacts of LRT were expressed.
<b>STOP 4 – LEVEL 1 EVALUATION</b>  Which alignment do you prefer (Rail Trail or SR-248)?	7	Strong Preference for SR-248	Comments expressed a clear preference for the SR-248 alignment, with attendees emphasizing their support for this option over the Rail Trail alignment.
	4	Rail Trail Dissent	Some participants expressed dissent for the rail trail, citing concerns about safety, wildlife, access and preservation of open space, view sheds, and quality of life. Comments were made about the trail's vital role as a recreational space that preserves Park City's identity.
<b>STOP 5 – NEXT STEPS</b>  What should we consider as we advance our evaluation?	7	Various Consideration Requests	The following topics were requested to be considered: <ul style="list-style-type: none"> <li>○ Community values and aesthetic</li> <li>○ Publicizing the council's decisions regarding BRT, LRT, and next steps, including details on right-of-way studies and cost considerations</li> <li>○ Add ski locker buildings to Park &amp; Ride to incentivize bus use</li> <li>○ Complete engineering analysis of bus lanes</li> </ul>



Table 5. Detailed Level 1 Screening Results

Screening Criteria (MOEs)	METRIC	ON-CORRIDOR ALTERNATIVES (SR-248, BONANZA DRIVE, DEER VALLEY DRIVE)			OFF-CORRIDOR ALTERNATIVES (RAIL TRAIL, BONANZA DRIVE, DEER VALLEY DRIVE)			NO ACTION ALTERNATIVE (Not scored – provided for comparative purposes)
		BRT	LRT	AGT	BRT	LRT	AGT	
Provides access to key destinations on-corridor	Current and future population and employment in proximity to the alignment(s), ¼ mile.	High Performance			Medium Performance			Current and future population and employment in proximity to the alignment(s) would grow as shown under the alternatives.
		Year	Population	Employment	Year	Population	Employment	
		2025	6,523	17,828	2025	5,568	15,847	
		2050	7,318	22,390	2050	7,899	18,794	
Reduction in transit travel times.	Average speed considerations based on corridor and mode characteristics.	<p><b>High Performance</b></p> <p>Max speed of 75 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>Station spacing and signal priority will influence travel times.</p>	<p><b>High Performance</b></p> <p>Max speed of 55 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>Station spacing and signal priority will influence travel times.</p>	<p><b>High Performance</b></p> <p>Max speed of 65 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>Station locations and signal priority will influence travel times.</p>	<p><b>High Performance</b></p> <p>Max speed of 65 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>This alignment has an assumed benefit that no signalization will impede transit reliability, and no potential for conflicts with broken-down vehicles in shoulders.</p>	<p><b>High Performance</b></p> <p>Max speed of 55 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>This alignment has an assumed benefit that no signalization will impede transit reliability, and no potential for conflicts with broken-down vehicles in shoulders.</p>	<p><b>High Performance</b></p> <p>Max speed of 65 mph.</p> <p>Assume a travel speed between 35-50 mph, in line with community context.</p> <p>This alignment has an assumed benefit that no signalization will impede transit reliability, and no potential for conflicts with broken-down vehicles in shoulders.</p>	Existing transit speeds would remain as is which are in line with community context.
Transit on-time performance	Potential to accommodate exclusive transit operations? Y/N.	<b>High Performance</b> Y	<b>Medium Performance</b> Y	<b>Medium Performance</b> Y	<b>High Performance</b> Y	<b>Medium Performance</b> Y	<b>Medium Performance</b> Y	Y
	Compatible with existing system? Y/N.	Y	N	N	Y	N	N	N/A
Reliable transit on-corridor for low-income and youth populations	Proximity to current low-income, youth, and no-car household populations (¼ mile analysis).	<p><b>High Performance</b></p> <p>The on-corridor alignment provides ¼-mile access to census tract 9643.08 with a 9.4% low-income rate census tract 9644.02 with a 3.4% low-income rate. It also provides ¼-mile access to <b>five</b> census tract block groups that have no-vehicle households. One block group has 6% no-vehicle households, two block groups are 5% no-vehicle households, one block group is 3%, and one is 2%</p>			<p><b>Medium Performance</b></p> <p>The off-corridor alignment provides ¼-mile access to census tract 9643.08 with a 9.4% low-income rate census tract 9644.02 with a 3.4% low-income rate. Compared to the on-corridor alignment, the rail trail provides less access to the census tract with the 9.4% low-income rate. It also provides ¼-mile access to <b>three</b> census tract block groups that have no-vehicle households. One of these block groups has 6% no-vehicle households and two block groups have 5% no-vehicle households.</p>			Proximity to current low-income, youth, and no-car household populations would remain the same as shown under the on-corridor alternatives; however, without action, these populations have less opportunity to utilize public transit.

Screening Criteria (MOEs)	METRIC	ON-CORRIDOR ALTERNATIVES (SR-248, BONANZA DRIVE, DEER VALLEY DRIVE)			OFF-CORRIDOR ALTERNATIVES (RAIL TRAIL, BONANZA DRIVE, DEER VALLEY DRIVE)			NO ACTION ALTERNATIVE (Not scored – provided for comparative purposes)
		BRT	LRT	AGT	BRT	LRT	AGT	
		<b>High Performance</b> Six of the block groups within a ¼ mile of the on-corridor alignment have youth populations (under 18 years old) hovering around 20% of the total population. There are two at 21%, one at 20%, two at 19%, and one at 17%.			<b>Medium Performance</b> Three of the block groups within a ¼ mile of the rail off-corridor alignment have youth populations (under 18 years old) hovering around 20% of the total population. One is 21%, one is 20%, and one is 19%.			No change from current conditions.
Provides high-frequency transit on-corridor with limited road widening	Potential for adverse effects on natural environment.	<b>Medium Performance</b> This alternative potentially impacts approximately 0.29 acres of wetlands and 479 linear feet of streams.	<b>Medium Performance</b> This alternative potentially affects ~0.20 acres of wetlands and ~454 linear feet of streams.	<b>High Performance</b> This alternative shows no impact to wetlands or streams.	<b>Medium Performance</b> This alternative potentially impacts ~1.5 acres of wetlands and 4,071 linear feet of streams.	<b>Low Performance</b> This alternative potentially impacts ~3.3 acres of wetlands and ~4,237 linear feet of streams.	<b>Low Performance</b> This alternative potentially impacts ~3.4 acres of wetlands and ~3,697 linear feet of streams.	No new impacts to natural environment.
	Potential for adverse effects on the built environment and property.	<b>High Performance</b> The alignment remains mostly in the existing ROW.	<b>Medium Performance</b> The alignment remains mostly in the existing ROW with the exception of wider turning radii at intersections.	<b>Low Performance</b> This alignment expands the ROW footprint of the study corridor the most and affects the most parcels.	<b>Medium Performance</b> Potential for further impacts by the need to make connections to/from the trail to origins and destinations.	<b>Medium Performance</b> Potential for further impacts by the need to make connections to/from the trail to origins and destinations.	<b>Medium Performance</b> Potential for further impacts by the need to make connections to/from the trail to origins and destinations.	No new impacts to built environment.
Provides additional travel modes on-corridor	Alignment of alternative and proximity to key destinations, ¼ mile.	<b>High Performance</b> Compared to the on-trail alternatives, the on-corridor alignment provides closer, and more, connections to top destinations including the Snow Creek Market Place and Instacare health clinic.  There are 18 high-density, affordable housing developments within a 1/4-mile of the corridor alignment.			<b>Medium Performance</b> The Rail Trail alignment is further away from top destinations that are located along the SR-248 corridor. There would be less direct connections to destinations like the Fresh Market plaza, Snow Creek Market Place, and Park City High School.  There are 16 high-density, affordable housing developments within a 1/4 mile of the alternative alignments.			Alignment and proximity to key destinations would remain the same.
Feasible / Service-Proven Technology	Is this alternative feasible to implement by 2034? Y/N.	<b>High Performance</b>	<b>Medium Performance</b>	<b>Low Performance</b>	<b>High Performance</b>	<b>Medium Performance</b>	<b>Low Performance</b>	N/A
	Is this a service-proven technology? Y/N.	Y	Y	N	Y	Y	N	N/A
	Forward compatible with regional plans? Y/N.	Y	Y	N	Y	N	N	N/A
Stakeholder and Public Feedback (Not used formally in the evaluation)	Meeting and open house feedback.	Broad support for this; it is compatible with the existing system, and seems most attainable to execute.	Some support for this; concerns over the cost of LRT in the short time frame.	Little support for this; concerns over viewshed, cost, and that it appears as a 'novelty idea' and not a transit service.	Concerns over impacts to the communities adjacent to the Rail Trail.			No specific comments were captured related to the No Action Alternative.

# APPENDIX A: ENVIRONMENTAL SCREENING MEMORANDUM

DRAFT

# APPENDIX B: APPENDIX B: AGT WHITE PAPER

DRAFT

## APPENDIX C: AGT FUNDING MEMO

DRAFT

**City Council  
Old Business**

**Subject: Quinns Junction Area Park and Ride  
Author: Conor Campobasso, Alex Roy, Julia Collins  
Department: Transportation Planning  
Date: 8/14/2025**



**Executive Summary**

Continuing our work to implement elements within the City's comprehensive transportation plan, [Park City Forward's Guiding Principle](#) of Developing a Park Once Community generated Council questions on [June 5, 2025](#), regarding initial park-and-ride concepts for the Quinn's Junction area. Selecting both a park-and-ride site and the associated level of capital investment allows Park City to pursue grants and align other major transportation projects (Re-create 248, Aerial feasibility, UDOT US-40 Study, etc.), and provide additional off-site parking and express services, which provide competitive alternatives to driving a car into town.

On [April 10, 2025](#), Transportation presented general park-and-ride concepts for the Quinns Junction area to the Council, and several questions about the viability of expanded facilities at either the Richardson Flat Park and Ride or the Gordo location were discussed. A Staff Communication was presented on [May 22, 2025](#), and we returned to the Council on [June 5, 2025](#), to answer questions arising from that April 10<sup>th</sup> meeting.

A transit specialist (WSP) was utilized to help with the technical analysis requested by the Council. Exhibit A provides two conceptual scenarios: A) using Richardson Flat as the sole location and improving and expanding to maximize potential, and B) using Gordo as the primary lot and Richardson Flat as additional/overflow capacity, as contemplated in the 2024 Summit County/Park City [Regional Park and Ride Study](#).

**Council Questions and Responses**

Council Question	Initial Response
What is the cost of site improvements?	We developed four scenarios ranging from adding 300 surface stalls to structured parking.  Parking is expensive. The costs are likely similar at both locations except for the uncertainty of environmental impacts to soil and utilities, which are anticipated to be considerably higher at Richardson.  Site development scenarios and cost projections can be found in Exhibit B

<p>What is the cost of access improvements?</p>	<p>Concepts were developed for each site.</p> <p>In general, improving access to Gordo is less costly and complex.</p> <p>Richardson has more creative opportunities for improved and separated access, yet at a greater cost due to its location, ownership, and soils.</p> <p>Concepts and costs can be found in Exhibit C.</p>
<p>What is the feasibility of direct access from US-40 to the Richardson Flat Park and Ride?</p>	<p>Concepts (Exhibit C) for a Richardson site with enhanced access off US-40, utilizing preexisting infrastructure.</p> <p><b>Feasible:</b> New access roads, one connecting to Richardson and another connecting directly to SR-248 to the North. We project extensive environmental work and ROW acquisition.</p> <p><b>Feasible yet challenging:</b> An interchange at Richardson Flat Road is being evaluated as part of the US-40 Study. However, their concept may take a different shape than what we considered as part of our initial analysis.</p> <p><b>Likely Infeasible:</b> True direct access from US-40 to Richardson would likely require a viaduct and elevated ramping, due to the proximity to the SR-248 exit and topography, and considerable environmental impacts. The cost would be considerable.</p>
<p>What is the feasibility of improved access from US 40 to a Gordo Park and Ride?</p>	<p>Due to its location on SR-248, enhanced access is generally easier and cheaper. Two alternatives for better access and intersection improvements were developed for conceptual purposes.</p>
<p>If we move forward with the Richardson, must we open the Flagstaff Development Agreement?</p>	<p>The answer is nuanced and depends on use and scale.</p>

<p>What factors determine park and ride utilization?</p>	<p>Several factors were identified through the <a href="#">Regional Park and Ride Study</a> and national studies, including:</p> <p><b>Accessibility &amp; Location</b></p> <ul style="list-style-type: none"> <li>• Ease of Access</li> <li>• Proximity to Destinations</li> <li>• Land use and density</li> <li>• Total Travel Time</li> </ul> <p><b>Transit Service</b></p> <ul style="list-style-type: none"> <li>• Frequency and reliability</li> <li>• Travel time</li> <li>• Seat availability</li> <li>• One seat rides</li> </ul> <p><b>Parking &amp; Costs</b></p> <ul style="list-style-type: none"> <li>• Parking fees</li> <li>• Parking availability</li> <li>• Parking convenience</li> <li>• Total travel cost</li> </ul> <p><b>Safety &amp; Security</b></p> <ul style="list-style-type: none"> <li>• Perceived and actual safety</li> <li>• Lighting, CCTV, activity node</li> </ul> <p>The survey conducted as part of the Regional Park and Ride Study identified restrooms and improved seating areas as the features desired at Park and Ride Facilities (Exhibit D).</p> <p>Additionally, from WSP:</p> <ul style="list-style-type: none"> <li>• Shorter travel times and reliable transit service drive the highest decision factor</li> <li>• Easy-to-reach lot locations significantly boost usage of park and ride lots</li> <li>• Costs and security features are less critical barriers</li> </ul>
<p>If soil was moved at Richardson, would the EPA allow it to remain onsite?</p>	<p>It depends on the scope. Working with the EPA is necessary.</p>
<p>Can either of those sites support aerial transit?</p>	<p>Yes, both sites could conceptually support aerial transit facilities.</p>
<p>Why is an updated park and ride needed?</p>	<p><b>Lack of Amenities and Accessibility Suppresses Richardson Use</b></p>

	<p>Richardson lacks basic amenities and is inconvenient. Improving connection from US-40, signage, shelter, lighting, and overall user amenities would boost usage, especially on peak days.</p> <p><b>Transit Investments Are Coming</b> The Re-create 248 Study will enhance transit on the corridor. A well-functioning park-and-ride is critical to the project's success. Aligning our capital investments rather than retrofitting later will save costs and reduce construction disruptions.</p> <p><b>Deer Valley Expansion and Parking Reductions</b> With Deer Valley expanding and simultaneously reducing base area on-site parking to reduce traffic and congestion in town, more visitors and employees must rely on transit. This will shift parking demand to park-and-rides.</p>
<p>Does Transportation have a recommendation?</p>	<p>The fastest and least expensive alternative is the Gordo parcel due to land control, proximity to 248, and environmental and utility considerations.</p> <p>However, Gordo has multiple future uses being studied, including potential Public Works/Transit relocation.</p> <p>If major reconsiderations of access and scope are made to Richardson, it would also make an effective site.</p> <p>The Summit County and Park City Regional Park and Ride Study recommended a hybrid system with park and ride facilities at Kimball Junction and Quinns Junction. The Study also identifying that a two-location solution; Gordo acting as primary and Richardson acting as secondary and overflow could be a potential alternative.</p>

## **Exhibits**

Exhibit A: Park and Ride Scenarios

Exhibit B: Site Improvement Costs

Exhibit C: Access Scenarios

Exhibit D: Utilization Factors

# Park & Ride Scenarios

## **Scenario A**

### **Richardson Flat Only**

Primary PnR site and Bus EOL

- Additional parking
- Additional infrastructure
- New roadway access
- Existing roadway improvements
- Existing lot improvements
- Transit priority elements
- Permanent structures

### **No Gordo Improvements**

## **Scenario B**

### **Gordo + Richardson Flat**

Gordo is primary PnR (200-300 stalls)

- New roadway access
- New infrastructure
- Intersection improvements
- Multimodal enhancements
- Transit priority elements
- Permanent structures
- Development phases

RF existing footprint

- Overflow / event parking
- Digital messaging and wayfinding
- Minor enhancements

# Park & Ride Scenarios

## Scenario A

### Richardson Flat Only

Primary PnR site and Bus EOL

- Additional parking
- Additional infrastructure
- New roadway access
- Existing roadway improvements
- Existing lot improvements
- Transit priority elements
- Permanent structures

### No Gordo Improvements

Pros	Cons
<ul style="list-style-type: none"><li>• Existing P&amp;R, so no learning curve with public messaging</li><li>• Ample land available for additional expansions</li><li>• Improvements at intersection of RF Road and SR 248 will enhance transit operations to/from the site</li><li>• Provides desired amenities at the P&amp;R, including public restroom and operator breakroom</li><li>• A single P&amp;R lot potentially simplifies transit operations</li></ul>	<ul style="list-style-type: none"><li>• Inconvenient location leading to long travel times for transit vehicles and the public</li><li>• Leased, rather than owned, limited options for future development</li><li>• Environmental issues with the site may complicate installation of new infrastructure</li></ul>

# Park & Ride Scenarios

## Scenario B

### Gordo + Richardson Flat

Gordo is primary PnR (200-300 stalls)

- New roadway access
- New infrastructure
- Intersection improvements
- Multimodal enhancements
- Transit priority elements
- Permanent structures
- Development phases

RF existing footprint

- Overflow / event parking
- Digital messaging and wayfinding
- Minor enhancements
- Bus operational changes

#### Pros

- Easy access from SR 248
- Faster travel times for transit and public users
- Improvements at intersection of Richard Flat Road and SR 248 will enhance transit operations to/from the site
- Provides desired amenities at the P&R, including public restroom and operator breakroom

#### Cons

- Two nearby P&Rs could create public confusion
- Transit operations with two P&Rs will be more complicated

	Available Lot Size ft <sup>2</sup>	New Parking Stalls*	Amenity ft <sup>2</sup>	Total Cost
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**Improvement Option #1 - Minimal Surface Parking - No Amenities**

<b>Scenario A</b>	Richardson Flat	650,000	300	-	\$ 1,939,322
<b>Scenario B</b>	Gordo	870,000	300	-	\$ 1,850,222

**Improvement Option #2 - Maximize Surface Parking**

<b>Scenario A</b>	Richardson Flat	650,000	750	800	\$ 12,159,407
<b>Scenario B</b>	Gordo	870,000	1,000	800	\$ 9,036,818

**Improvement Option #3 - Above-Grade Structured Parking\*\***

<b>Scenario A</b>	Richardson Flat	650,000	1,500	800	\$ 87,028,568
<b>Scenario B</b>	Gordo	870,000	1,500	800	\$ 80,840,568

**Improvement Option #4 - Below-Grade Structured Parking w/ Development\*\***

<b>Scenario A</b>	Richardson Flat	650,000	1,500	800	\$ 147,250,568
<b>Scenario B</b>	Gordo	870,000	1,500	800	\$ 133,340,568

\*Note: "New Parking Stalls" does not include the existing parking at RF (750 stalls)

\*\*Note: Structured parking at RF would likely reduce/impact current surface parking count

		Available Lot Size ft <sup>2</sup>	New Parking Stalls*	Amenity ft <sup>2</sup>	Site Prep	Site Improvement	Parking Lot	Parking Stall Construction	Bus Platforms	Amenities	Safety & Security	Environmental and Soils Management	Utilities	Total Cost
<b>Improvement Option #1 - Minimal Surface Parking - No Amenities</b>														
<b>Scenario A</b>	Richardson Flat	650,000	300	-	\$ 133,801	\$ 249,777	\$ 59,430	\$ 1,050,000	\$ 62,704	\$ -	\$ -	\$ 89,100	\$ 294,510	\$ 1,939,322
<b>Scenario B</b>	Gordo	870,000	300	-	\$ 133,801	\$ 249,777	\$ 59,430	\$ 1,050,000	\$ 62,704	\$ -	\$ -	\$ -	\$ 294,510	\$ 1,850,222
<b>Improvement Option #2 - Maximize Surface Parking</b>														
<b>Scenario A</b>	Richardson Flat	650,000	750	800	\$ 1,789,515	\$ 835,160	\$ 158,969	\$ 2,625,000	\$ 156,760	\$ 614,978	\$ 20,000	\$ 222,750	\$ 5,736,276	\$ 12,159,407
<b>Scenario B</b>	Gordo	870,000	1,000	800	\$ 2,395,197	\$ 1,117,829	\$ 198,099	\$ 3,500,000	\$ 209,013	\$ 614,978	\$ 20,000	\$ -	\$ 981,701	\$ 9,036,818
<b>Improvement Option #3 - Above-Grade Structured Parking**</b>														
<b>Scenario A</b>	Richardson Flat	650,000	1,500	800	\$ 1,789,515	\$ 835,160	\$ 794,843	\$ 75,000,000	\$ 313,519	\$ 614,978	\$ 20,000	\$ 1,188,000	\$ 6,472,552	\$ 87,028,568
<b>Scenario B</b>	Gordo	870,000	1,500	800	\$ 1,789,515	\$ 835,160	\$ 794,843	\$ 75,000,000	\$ 313,519	\$ 614,978	\$ 20,000	\$ -	\$ 1,472,552	\$ 80,840,568
<b>Improvement Option #4 - Below-Grade Structured Parking w/ Development**</b>														
<b>Scenario A</b>	Richardson Flat	650,000	1,500	800	\$ 1,789,515	\$ 835,160	\$ 794,843	\$ 127,500,000	\$ 313,519	\$ 614,978	\$ 20,000	\$ 8,910,000	\$ 6,472,552	\$ 147,250,568
<b>Scenario B</b>	Gordo	870,000	1,500	800	\$ 1,789,515	\$ 835,160	\$ 794,843	\$ 127,500,000	\$ 313,519	\$ 614,978	\$ 20,000	\$ -	\$ 1,472,552	\$ 133,340,568
*Note: "New Parking Stalls" does not include the existing parking at RF (750 stalls)														
**Note: Structured parking at RF would likely reduce/impact current surface parking count														

## Estimate Clarifications

Soil removal, as required, assumed for disposal at 3-mile landfill @ \$45/Ton dump fee

Soil hauling assumed at \$10/Ton (Gordo cleanup just completed as reference)

Assumed conversion of 1 CY = 1.8 Tons (Gordo cleanup just completed as reference)

For structured parking (above or below grade) assumed 3 levels

Site Prep item includes: site demolition and grading, prep for construction

Site Improvements item includes: landscape and hardscape improvements for the site (not including parking stall construction specifically)

Parking Lot improvements includes: signage, striping, access control, accessories for parking structure

Bus platform improvements includes: bus stop complete similar to other new installations in Park City, larger SF scaled up to size of parking lot/site

Amenities includes: 2 each 400 SF permanent constructions restrooms

Safety & Security includes: basic access control and security measures for permanent amenity buildings

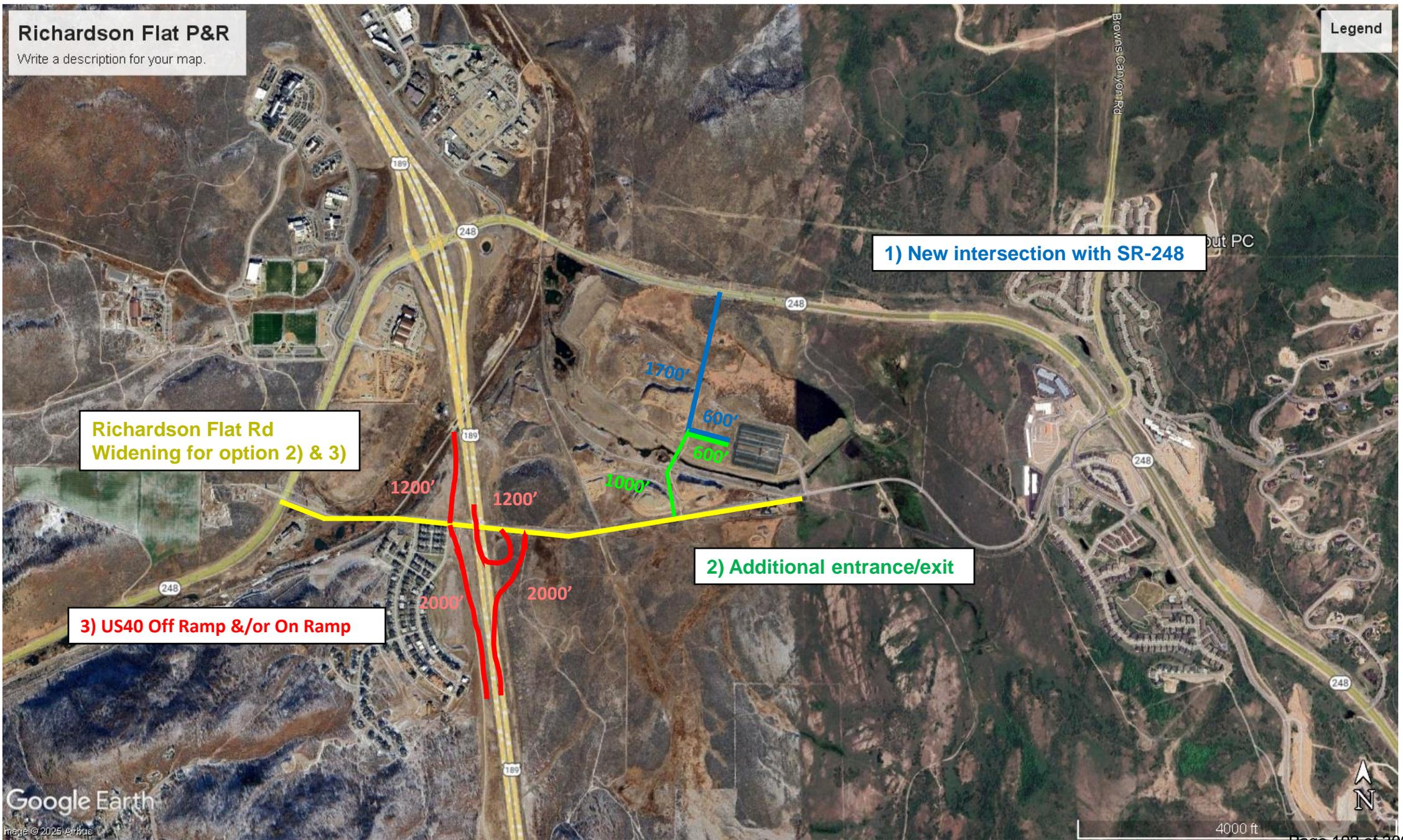
Environmental and soils management assumes 6 inch depth for surface parking, 4 feet for above grade structure, 30 feet for below grade structure for removal and haul off site

# Scenario A: Richardson Flat

Access Improvements and Costs

**Richardson Flat P&R**  
Write a description for your map.

Legend



**1) New intersection with SR-248**

**Richardson Flat Rd  
Widening for option 2) & 3)**

**2) Additional entrance/exit**

**3) US40 Off Ramp &/or On Ramp**

Google Earth

Image © 2025 Airbus

4000 ft

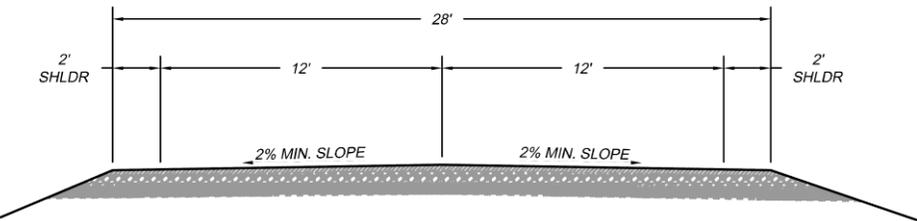
# SR-248 Access Road

## Key Improvements

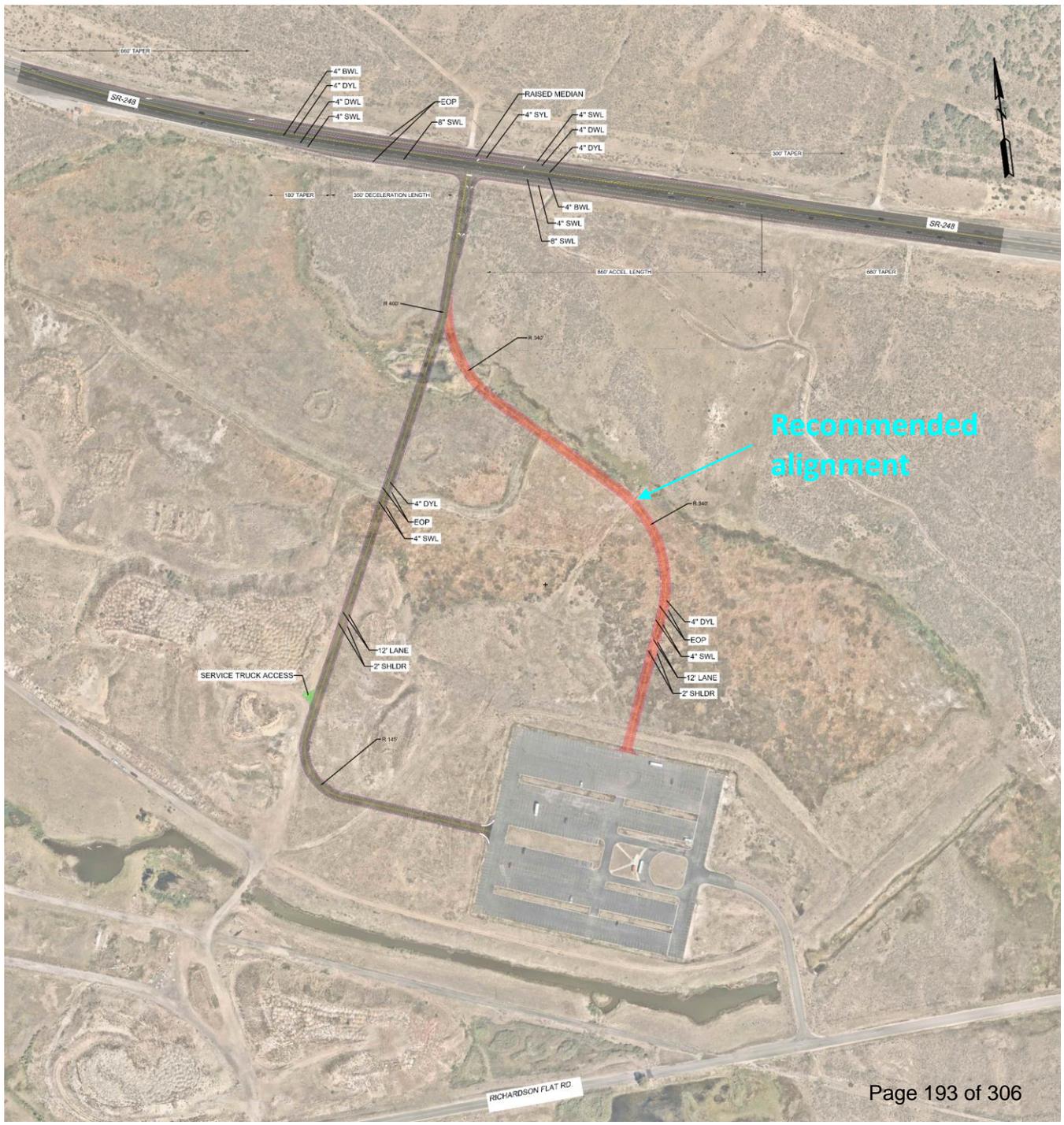
- New roadway connection from SR-248 directly to the RF PnR
- Improved intersection at SR-248, including raised median, WB bypass lane, turn lanes, and access control

## Design Considerations

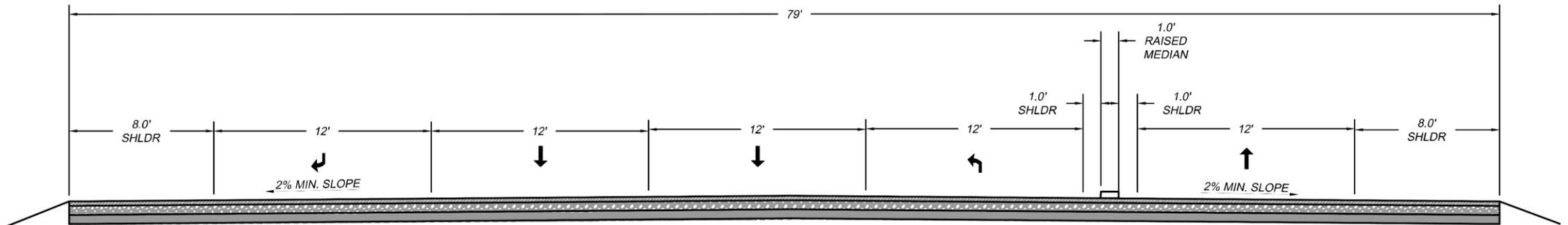
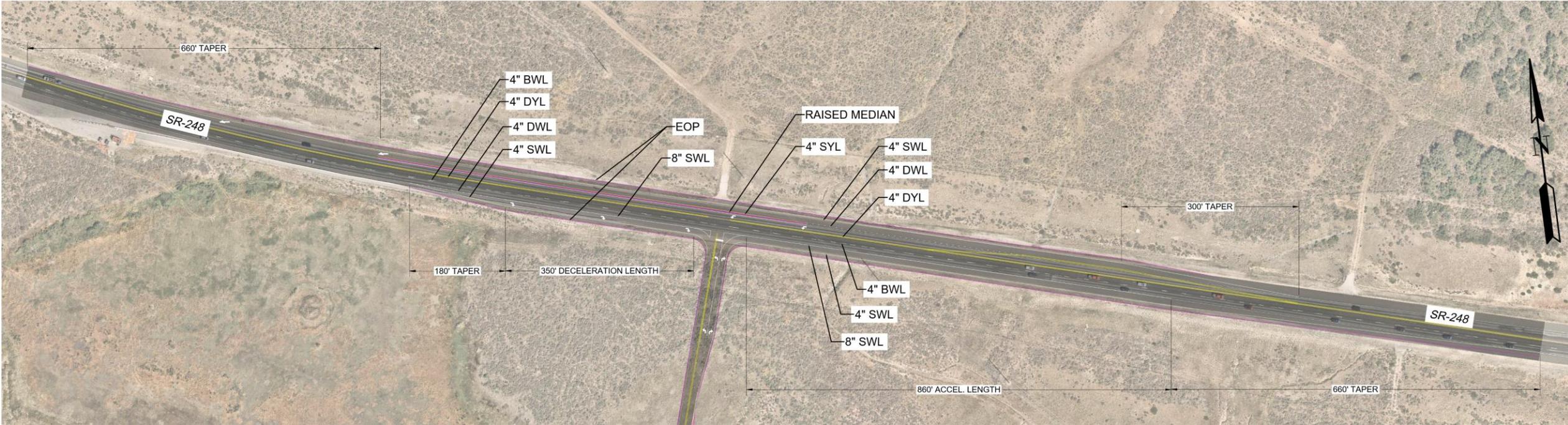
- Recommended alignment provides the most constructible path to the PnR lot
- Designed to accommodate bus turning movements and future traffic growth



ACCESS ROAD SECTION



# SR-248 Protected T Intersection Detail



SR-248 "PROTECTED T" INTERSECTION ROAD SECTION

# Timeline for Completion

## Access to Richardson Flat Rd from SR-248



Concept Estimate		
SR-248 Connection		
CONSTRUCTION COST SUBTOTAL	<b>\$3,527,907</b>	
NON-CONSTRUCTION COST SUBTOTAL	<b>\$3,087,851</b>	Includes ROW, Utility Relocation, PE, CE
CONTINGENCY	<b>\$1,984,727</b>	30%
<b>TOTAL</b>	<b>\$8,600,485</b>	***

\*\*\* The estimated costs reflect 2025 dollar values and do not include future inflation.

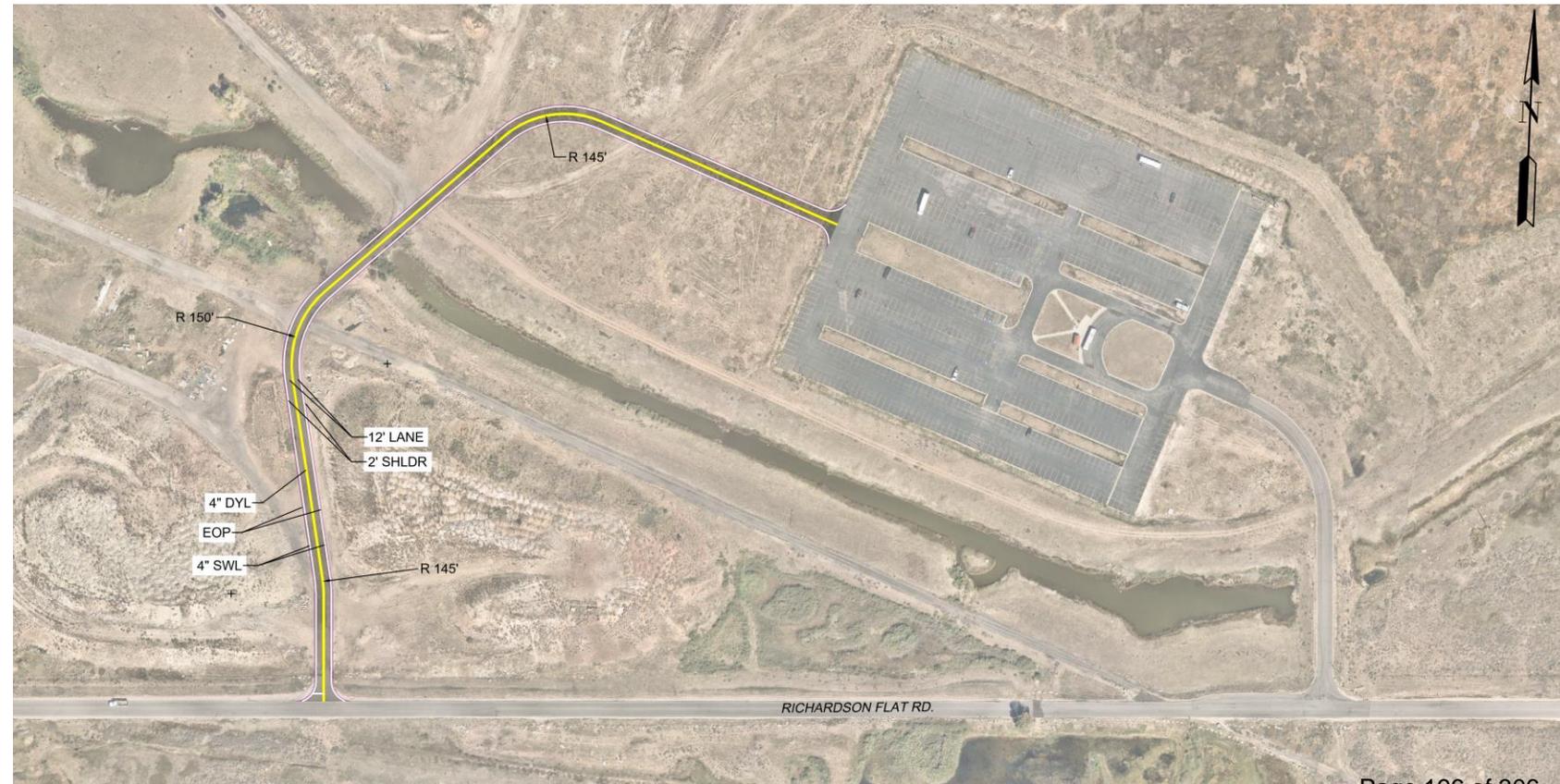
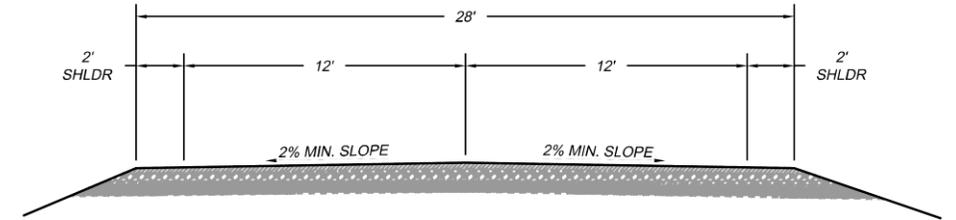
# RICHARDSON FLAT Rd Access

## Key Improvements

- **Adding additional** connection between the Park and Ride and Richardson Flat Road to improve access

## Design Considerations

- Separate ingress and egress points to minimize conflicts
- Distinct pathways for bus and general vehicle traffic to enhance safety and efficiency



# Timeline for Completion

## Richardson Flat Rd. Access



Concept Estimate		
Richardson Flat Access		
CONSTRUCTION COST SUBTOTAL	\$798,429	
NON-CONSTRUCTION COST SUBTOTAL	\$1,462,000	Includes ROW, Utility Relocation, PE, CE
CONTINGENCY	\$678,129	30%
<b>TOTAL</b>	<b>\$2,938,558</b>	<b>***</b>

\*\*\* The estimated costs reflect 2025 dollar values and do not include future inflation.

# New US40 Access Point Feasibility

- 1) UDOT approval
- 2) Design of redline option
- 3) Timeline to be operational
- 4) Cost estimate to design and construct



# US-40 NB On-Ramp

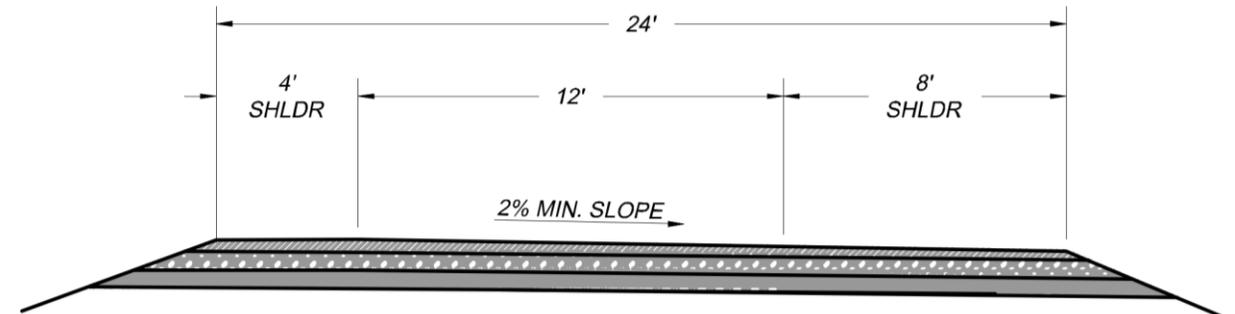


US-40 ON Ramp		Ramp Design Speed 25 MPH		
	Taper 25:1 (FT)	Accel length (FT)	Ramp Proper (FT)	Total Ramp Length(FT)
Loop ramp	300	1220	1000	<b>2520</b>

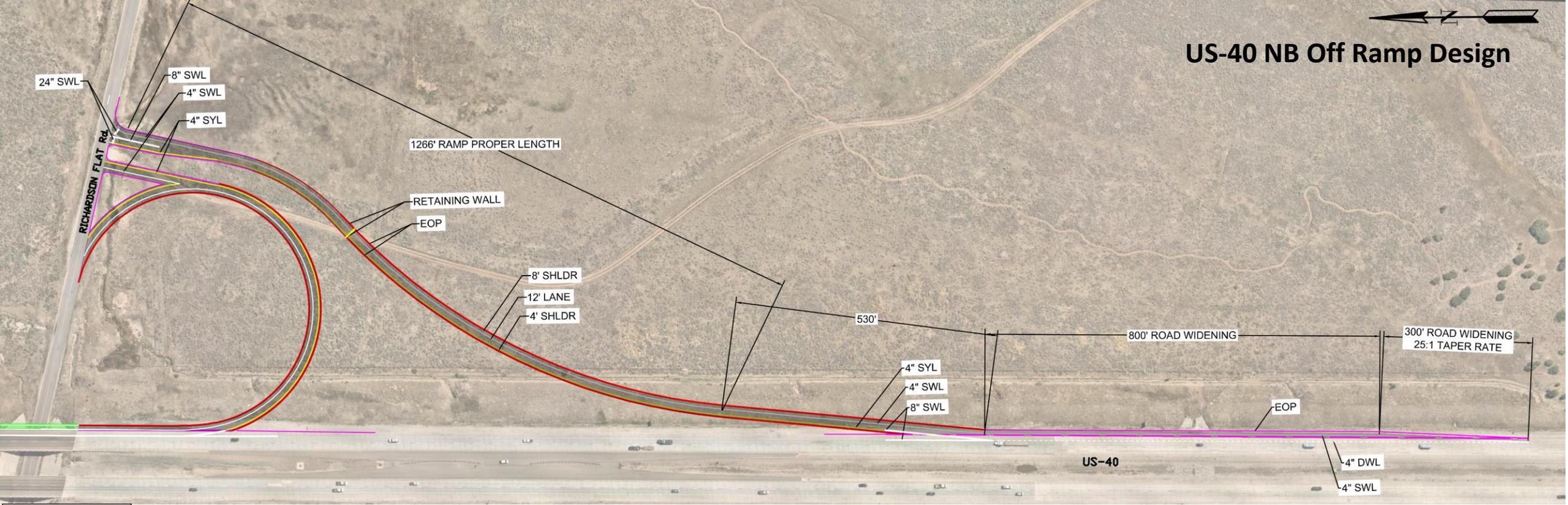
Concept Estimate	
US-40 NB Loop On-Ramp	
<b>CONSTRUCTION TOTAL</b>	<b>\$8,757,401</b>
<b>NON-CONSTRUCTION TOTAL</b>	<b>\$4,079,932</b> Includes ROW, Utility Relocation, PE, CE
<b>CONTINGENCY</b>	<b>\$3,851,200</b> 30%
<b>TOTAL</b>	<b>\$16,688,533</b> ***

\*\*\* The estimated costs reflect 2025 dollar values and do not include future inflation.

## Typical Section



# US-40 NB Off Ramp Design

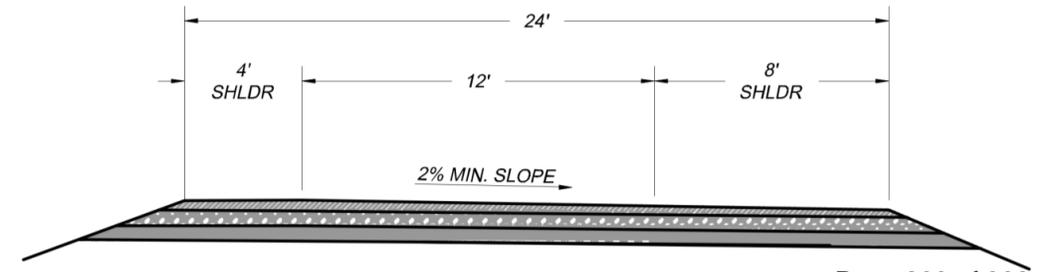


<b>OFF RAMP</b>	(Free Flow terminal speed of 55 MPH based on RDM 10.3 note C. Ramp design speed 35 MPH)						
	Taper 25:1 (FT)	FFS Terminal Length (FT)	Additional FFS Length (FT)	Decel. Length (GB Table 10-6. FT)	Min storage length (FT)	Ramp Proper (FT)	Total Ramp Length (FT)
Parallel Ramp (FT)	300	800	100	440	100	1360	<b>3100</b>

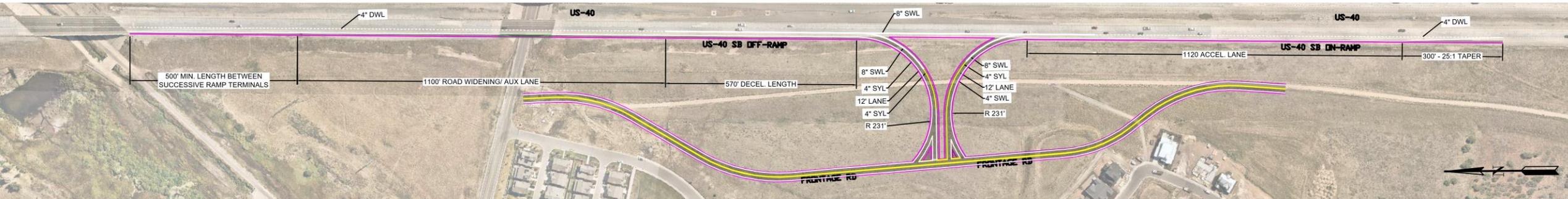
Concept Estimate	
US-40 NB Parallel Exit Ramp	
<b>CONSTRUCTION COST SUBTOTAL</b>	<b>\$6,803,156</b>
<b>NON-CONSTRUCTION COST SUBTOTAL</b>	<b>\$4,231,689</b> Includes ROW, Utility Relocation, PE, CE
<b>CONTINGENCY</b>	<b>\$3,310,453</b> 30%
<b>TOTAL</b>	<b>\$14,345,298</b> ***

\*\*\* The estimated costs reflect 2025 dollar values and do not include future inflation.

## Typical Section



# US-40 SB On & Off Ramps –Alternative #1



- Buttonhook Ramps
  - Road widening to accommodate auxiliary lane on US-40 connecting On-ramp/Off-Ramp with mainline
  - Bridge widening
  - Frontage Road freeway connection
  - Potential Impacts to hot soil and Park City Height neighborhood



I-25 and 48th AVE. Denver, Colorado.

Concept Estimate		
US-40 SB Buttonhook Exit Ramp		
CONSTRUCTION COST SUBTOTAL	\$2,094,945	
NON-CONSTRUCTION COST SUBTOTAL	\$3,387,249	Includes ROW, Utility Relocation, PE, CE
CONTINGENCY	\$1,644,658	30%
<b>TOTAL</b>	<b>\$7,126,853</b>	<b>***</b>

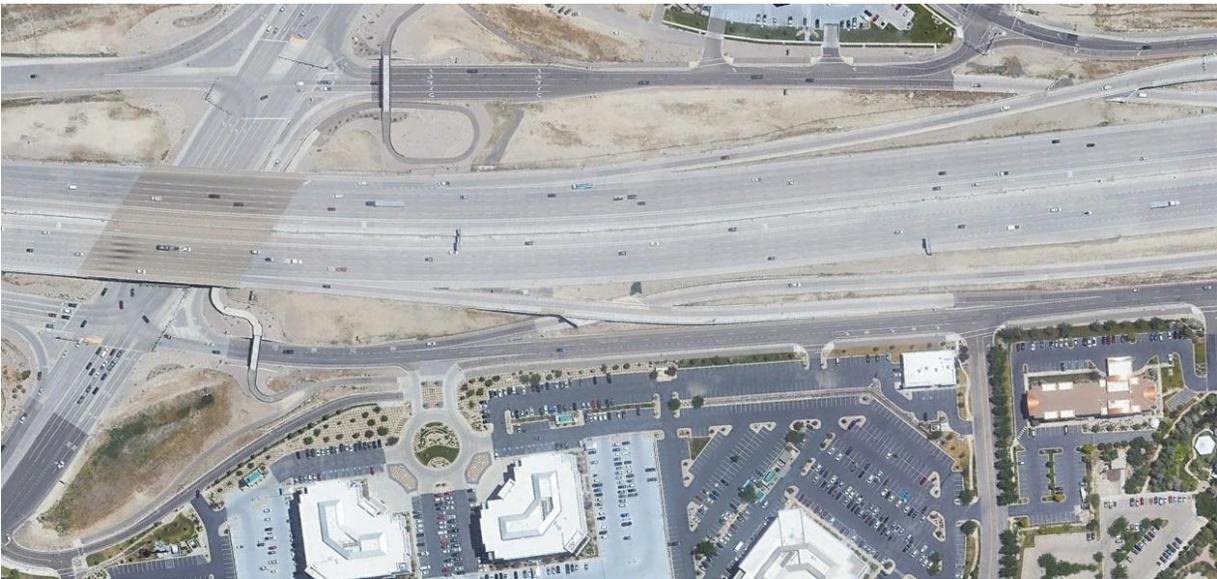
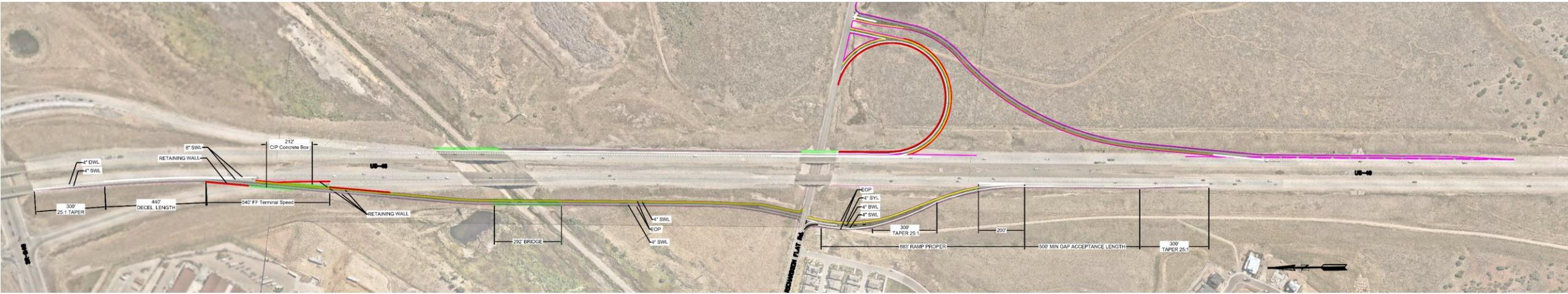
Concept Estimate		
US-40 SB Buttonhook Entrance Ramp		
CONSTRUCTION COST SUBTOTAL	\$1,915,866	
NON-CONSTRUCTION COST SUBTOTAL	\$3,353,330	Includes ROW, Utility Relocation, PE, CE
CONTINGENCY	\$1,580,759	30%
<b>TOTAL</b>	<b>\$6,849,955</b>	<b>***</b>

\*\*\* The estimated costs reflect 2025 dollar values and do not include future inflation.

SB OFF Ramp	Design Speed 30 MPH				
	Aux lane (FT)	Decel. length (FT)	Min. Distance Between Successive Ramp Terminals (FT)	Ramp Proper (FT)	Total Ramp Length(FT)
Buttonhook Ramp	1100	570	500	530	2700

SB ON Ramp	Design Speed 30 MPH			
	Taper (FT)	Accel. length (FT)	Ramp Proper (FT)	Total Ramp Length(FT)
Buttonhook Ramp	300	1120	500	1920

# US-40 SB Off & On Ramps – Alternative #2\*



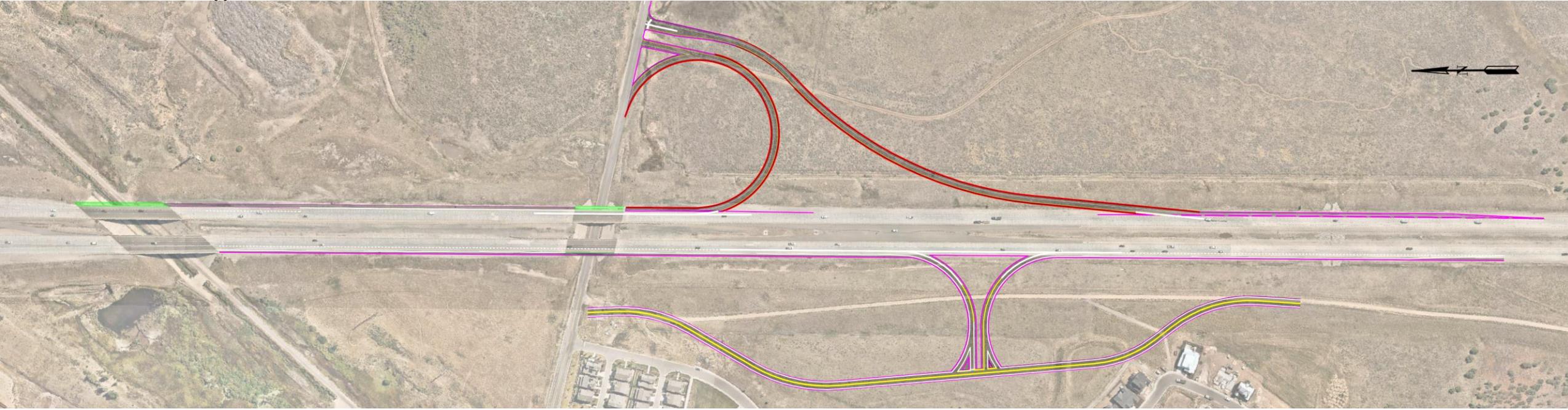
I-15 & Timpanogos HWY (SR-92)

- Braided Ramps
  - Grade separation for On & Off Ramps near SR-248
  - Cast In Place Concrete Box
  - Additional bridge over trail
  - On ramps location not meet UDOT access distance requirements

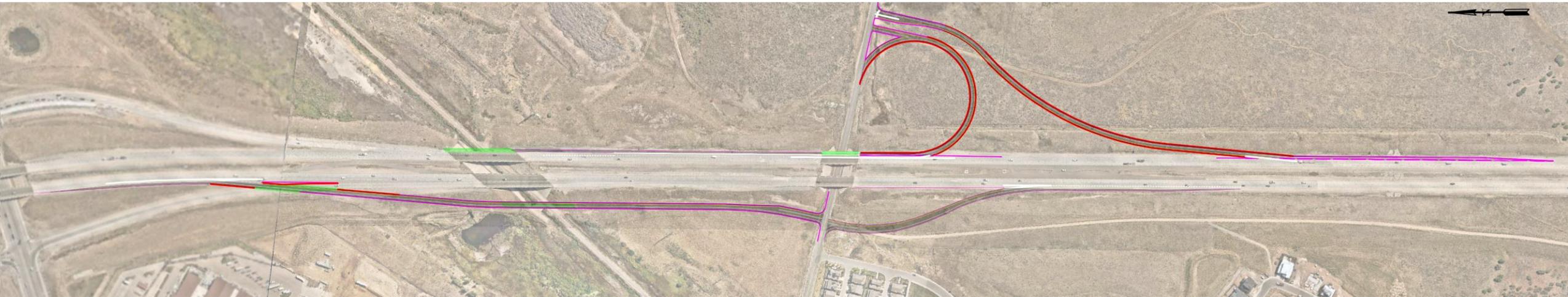
SB OFF Ramp	Design Speed 35 MPH							
	TAPER 25:1 (FT)	Decel. length (FT)	FF Terminal Speed Length (FT)	Additional FFS length past physical gore (ft)	Decel. Length (GB Table 10-5. Adjusted 1.35X) (FT)	Min storage length (FT)	Ramp Proper (FT)	Total Ramp Length(FT)
Braided Ramp	300	440	440	100	600	100	370	2350

\*No cost calculated for this Alt but would likely be more than Alt 1

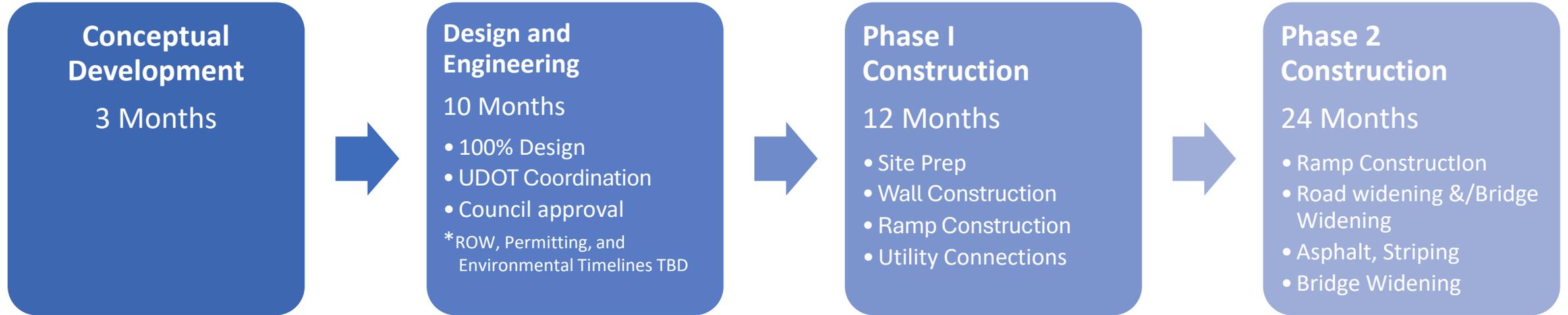
US40 Interchange –Alternative #1



US40 Interchange –Alternative #2



# Timeline for Completion Each Ramp



**\*\*Estimated Total Timeline for Full Interchange: 5-6 years (subject to ROW & permitting timeline)**

Full Interchange (US-40) Concept Estimate – Alternative #1		
US-40 NB Loop On-Ramp Total	\$16,688,533	
US-40 NB Parallel Exit Ramp Total	\$14,345,298	
US-40 SB Buttonhook Entrance Ramp Total	\$6,849,955	
US-40 SB Buttonhook Exit Ramp Total	\$7,126,853	
<b>Interchange Total</b>	<b>\$45,010,639</b>	<b>***</b>
*** The estimated costs reflect 2025-dollar values and do not include future inflation.		

# Bus Priority

## Opportunities

Addition of bus lanes at the intersection will speed bus travel times by assuring bus bypass of any backups approaching the Richardson Flat intersection.

Implementation of signal priority can enhance design effectiveness

Additional turn lanes will ensure traffic flows more smoothly through the intersection

Additional right turn lane could increase WB to NB capacity

Turn lane storage increase for all turn movements

## Constraints

Existing culvert is undersized and would need to be replaced which will add additional cost to the project and create additional environmental concerns regarding the stream and detention pond

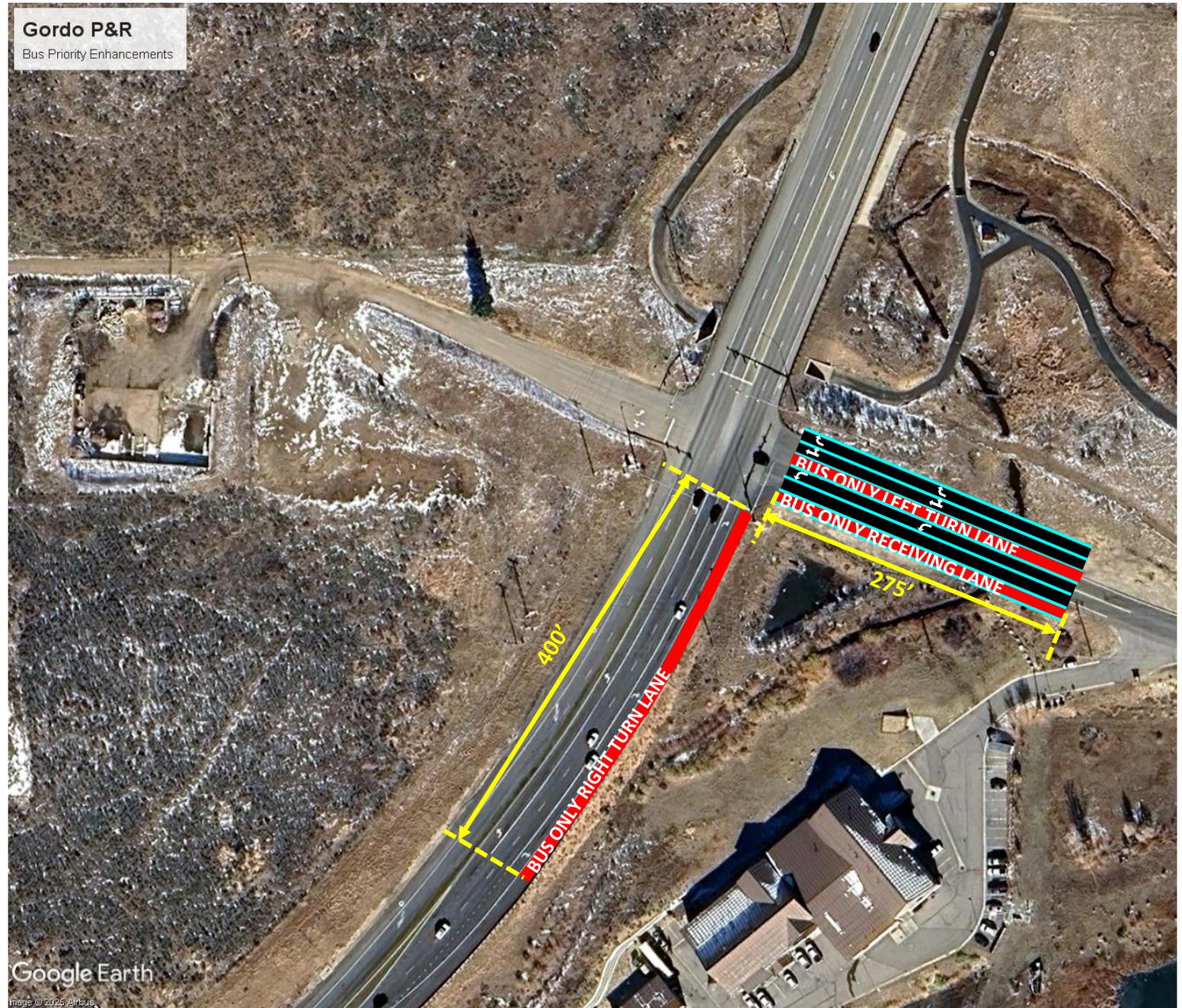
Less effective for turning movements than through movements, especially left turns.

May require pavement treatments (red concrete or red "paint") that have higher up front and/or maintenance costs

Requires careful geometric design to avoid conflict between bus and vehicles.

## Cost

- Exclusive bus lanes and road widening. Including culvert replacement: \$2.2M



# Scenario B: Gordo

Access Improvements and Costs

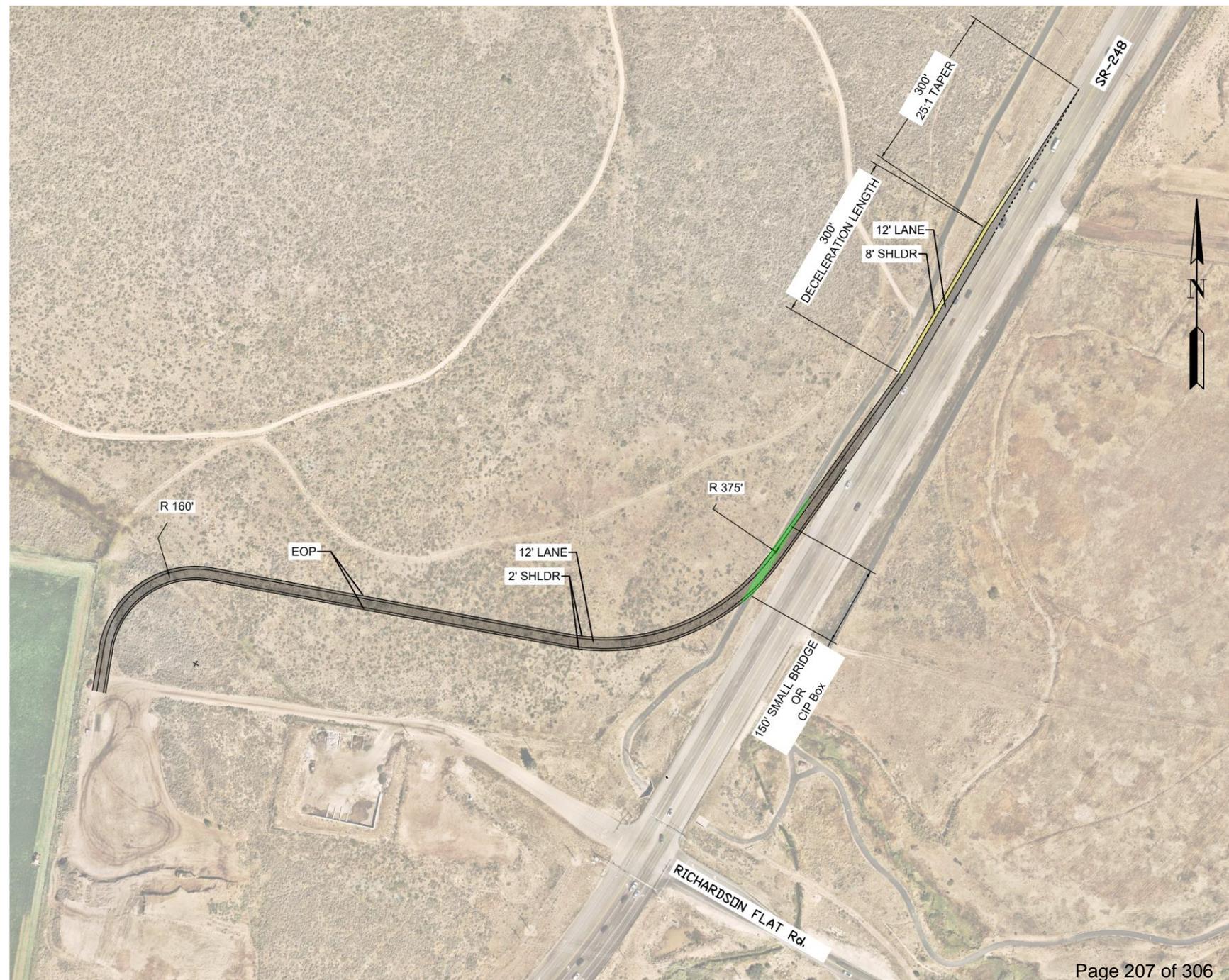
# Gordo Access #1 (Car Express Lane)

## Key Improvements

- Dedicated car express lane providing direct access to the Gordo site from SR-248
- Reduces congestion on Richardson Flat Road & SR-248 intersections by separating park-and-ride traffic
- Pedestrian connectivity maintained via bridge or cast-in-place culvert to preserve trail system continuity

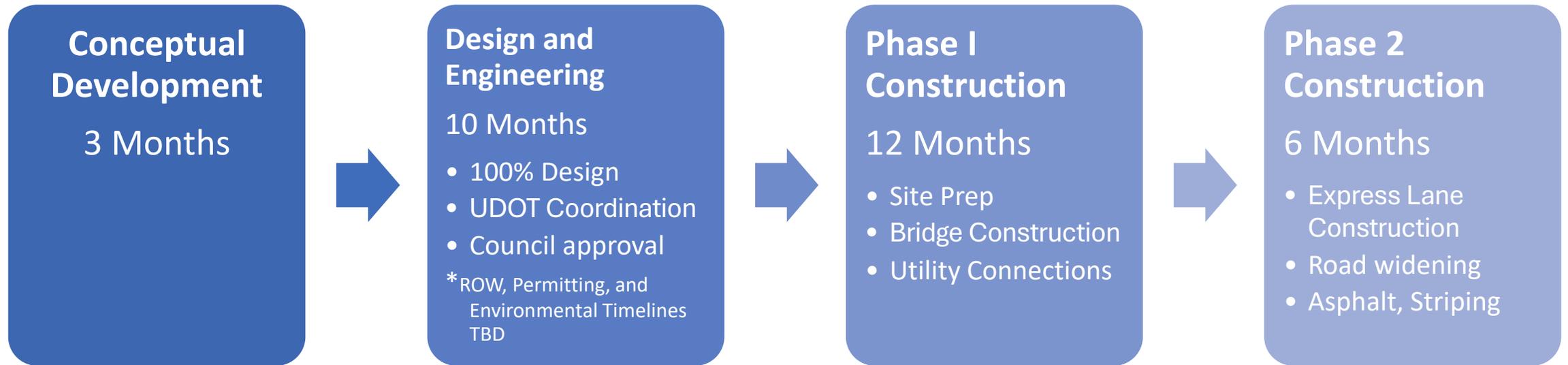
## Design Considerations

- Deceleration lane and taper meet UDOT standards
- Minimizes impact to SR-248 through lanes, maintaining mainline capacity and flow



# Timeline for Completion

## Gordo Access #1(Car Express Lane)



Concept Estimate		
Gordo Car Express Lane - Option 2B		
<b>CONSTRUCTION COST SUBTOTAL</b>	<b>\$1,843,017</b>	
<b>NON-CONSTRUCTION COST SUBTOTAL</b>	<b>\$329,990</b>	Includes ROW, Utility Relocation, PE, & CE
<b>CONTINGENCY</b>	<b>\$651,902</b>	30%
<b>TOTAL</b>	<b>\$2,824,909</b>	***
*** The estimated costs reflect 2025-dollar values and do not include future inflation.		

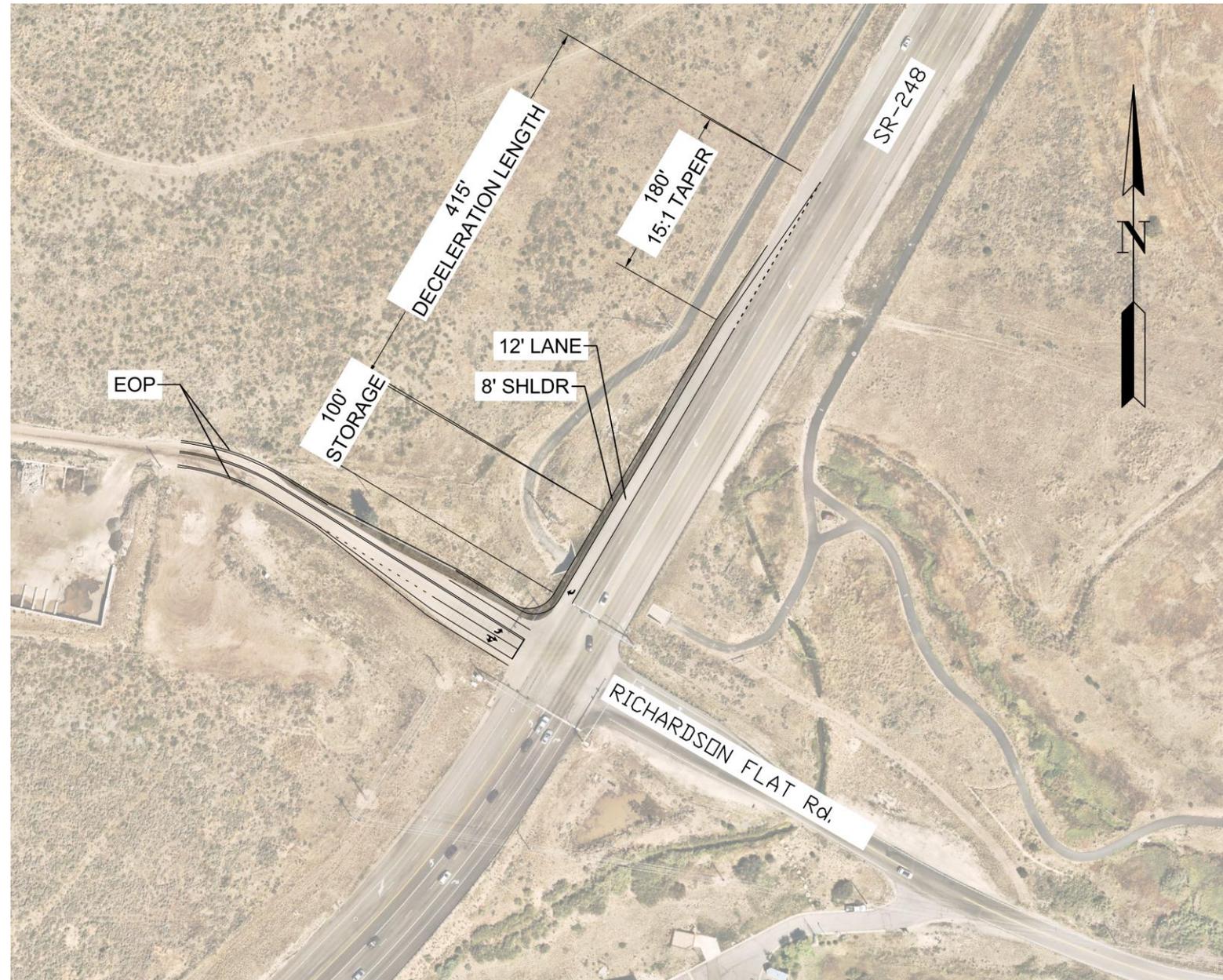
# Gordo Access #2\* (No Express Lane)

## Key Improvements

- New Direct Access & Roadway Widening from SR-248:  
Right-turn ingress for buses and general vehicles into the Gordo site.
- Trail Accommodation:  
Culvert extension to maintain existing trail crossing

## Design Considerations

- Geometry based on UDOT standard deceleration criteria
- Improves operational efficiency for park-and-ride with minimal impact to existing SR-248 travel lanes



\*No cost calculated for this Alt but would likely be less than #1

# Gordo

## Intersection Design #1 (Minimum Improvements)

### AM Peak

SB: mixed traffic

NB: mixed traffic

### PM Peak

Leaving Gordo NB cars

Leaving Gordo SB buses

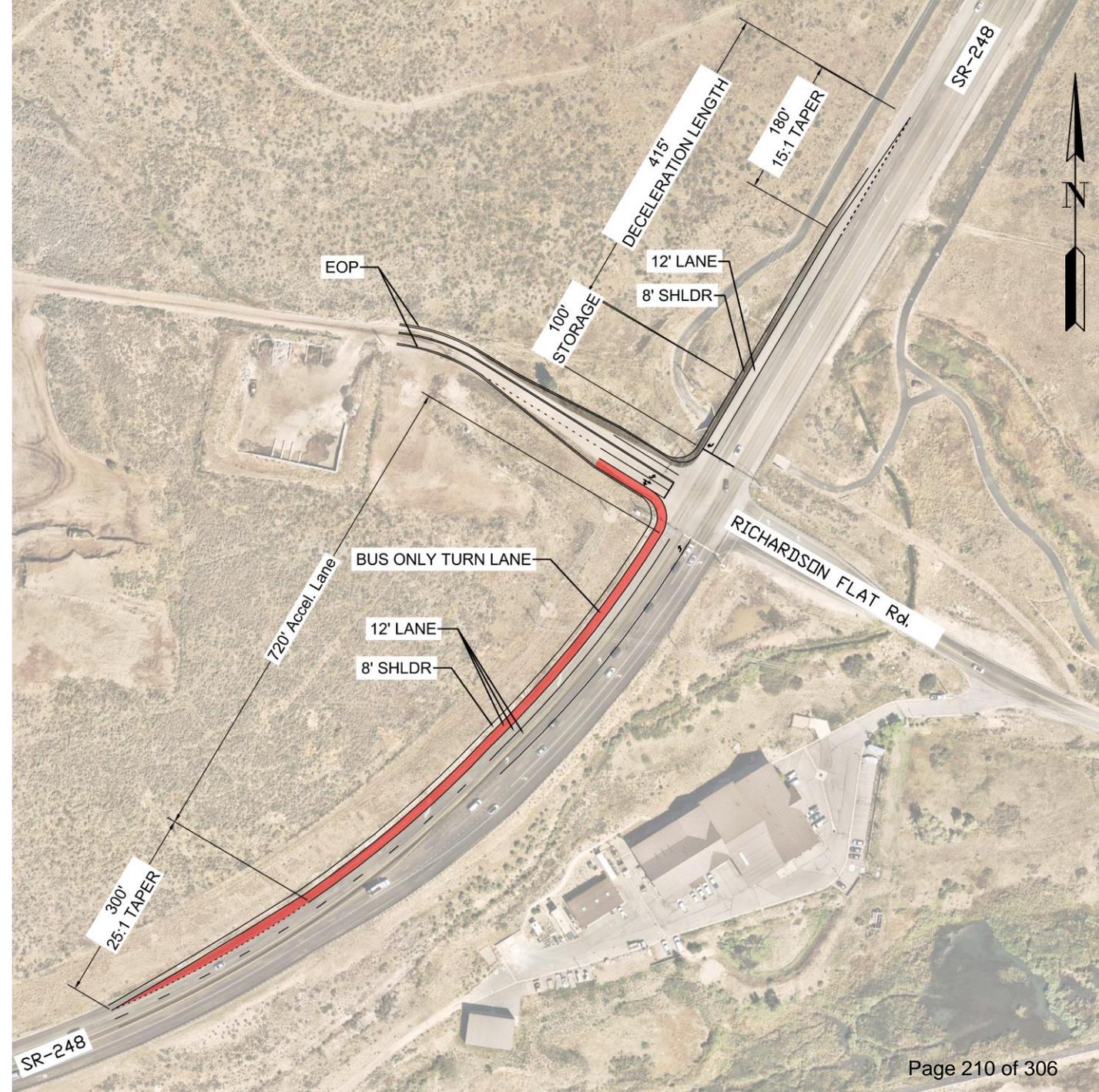
Entering Gordo NB buses

### Factors:

ROW availability

Mode separation

Throughput, efficiency getting cars through intersection



# Gordo

## Intersection Design #2

### AM Peak

**SB:** mixed traffic

**NB:** mixed traffic

### PM Peak

**Leaving Gordo NB cars**

**Leaving Gordo SB buses**

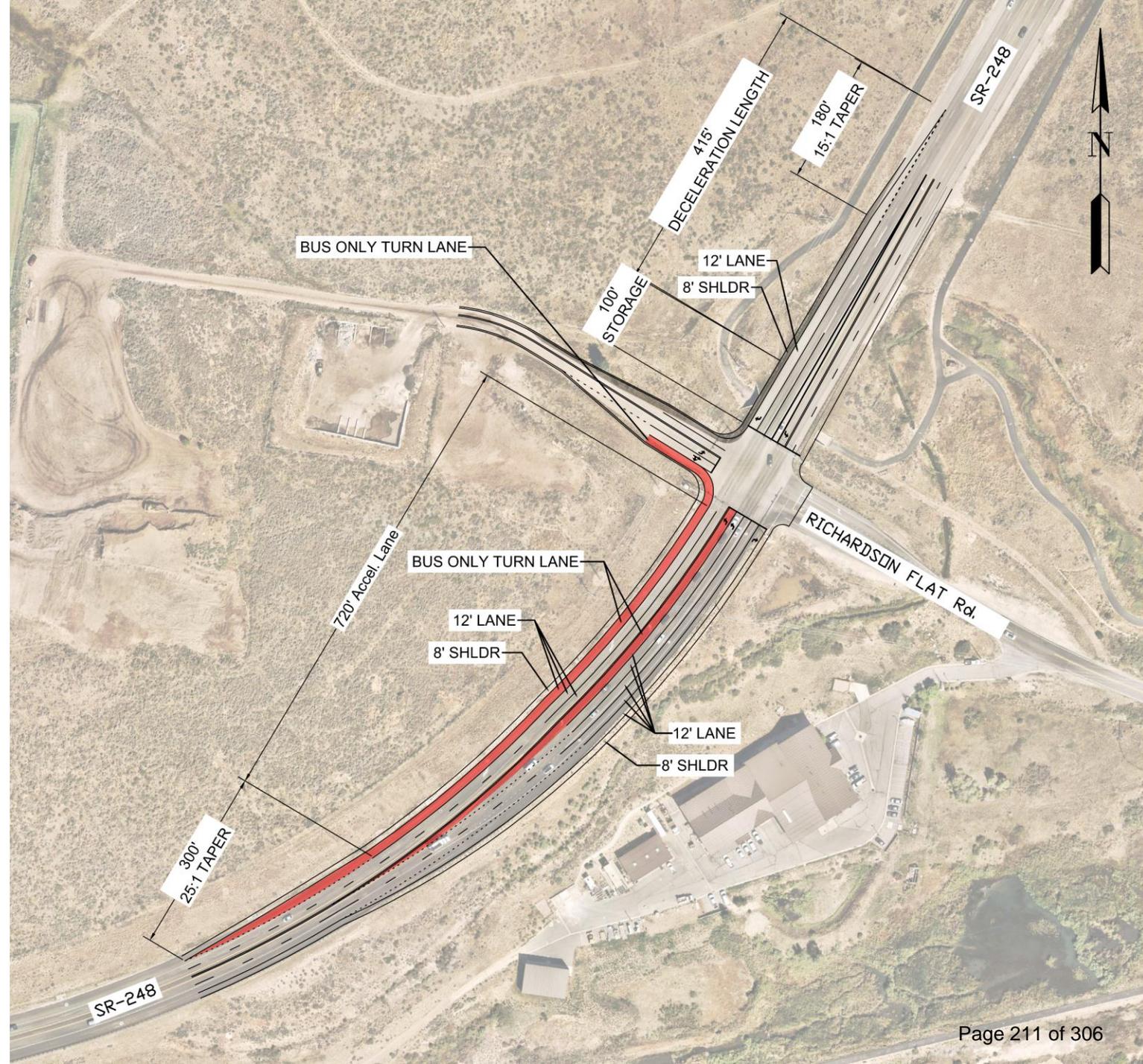
**Entering Gordo NB buses**

### **Factors:**

**ROW availability**

**Mode separation**

**Thru Put, efficiency getting cars through intersection**



# Factors for Park & Ride Utilization (WSP)

## Accessibility & Location

- Ease of Access
- Proximity to Destinations
- Land use and density
- Total Travel Time

## Transit Service

- Frequency and reliability
- Travel time
- Seat availability
- One seat rides

## Parking & Costs

- Parking fees
- Parking availability
- Parking convenience
- Total travel cost

## Safety & Security

- Perceived and actual safety
- Lighting, CCTV, activity node

# Factors for Park & Ride Utilization (WSP)

Survey distributed to WSP Utah, Colorado, Arizona, New Mexico offices

- 98 responses

## Park & Ride Usage

- 61% use a park & ride when available
- 31% would consider it
- 8% unlikely to use it

## Ease of Access

- 82% agree or strongly agree that convenience of location and access impacts their choice to use a Park and Ride facility.

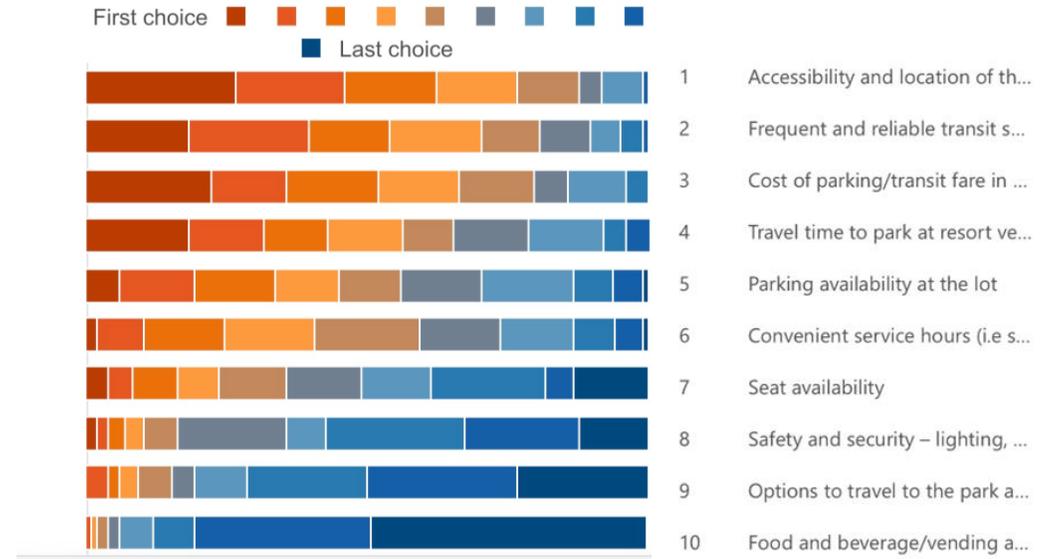
## Transit Operations

- 88% agree or strongly agree that the quality of the transit service influences their choice.

# Factors for Park & Ride Utilization (WSP)

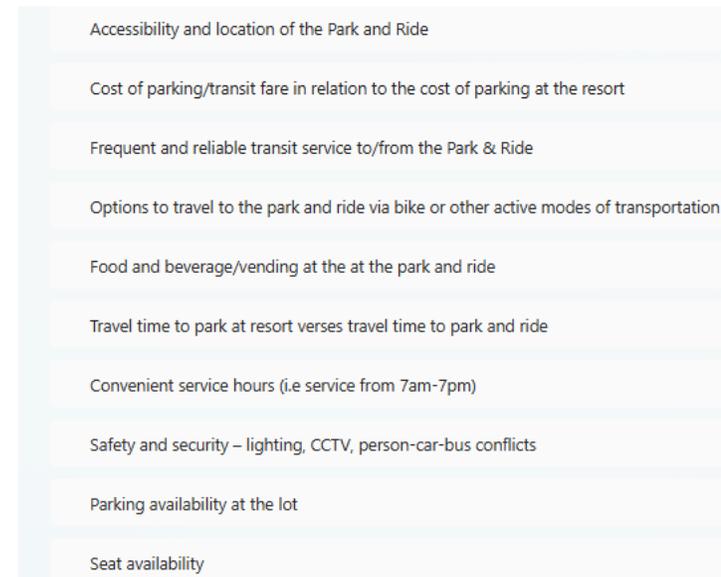
## Ranked Decision Factors

Rank	Factor	Avg. Rank
1	Travel Time	1.9
2	Transit Frequency & Reliability	2.3
3	Accessibility & Location	2.7
4	Costs & Fees	3.5
5	Safety & Security	4.6

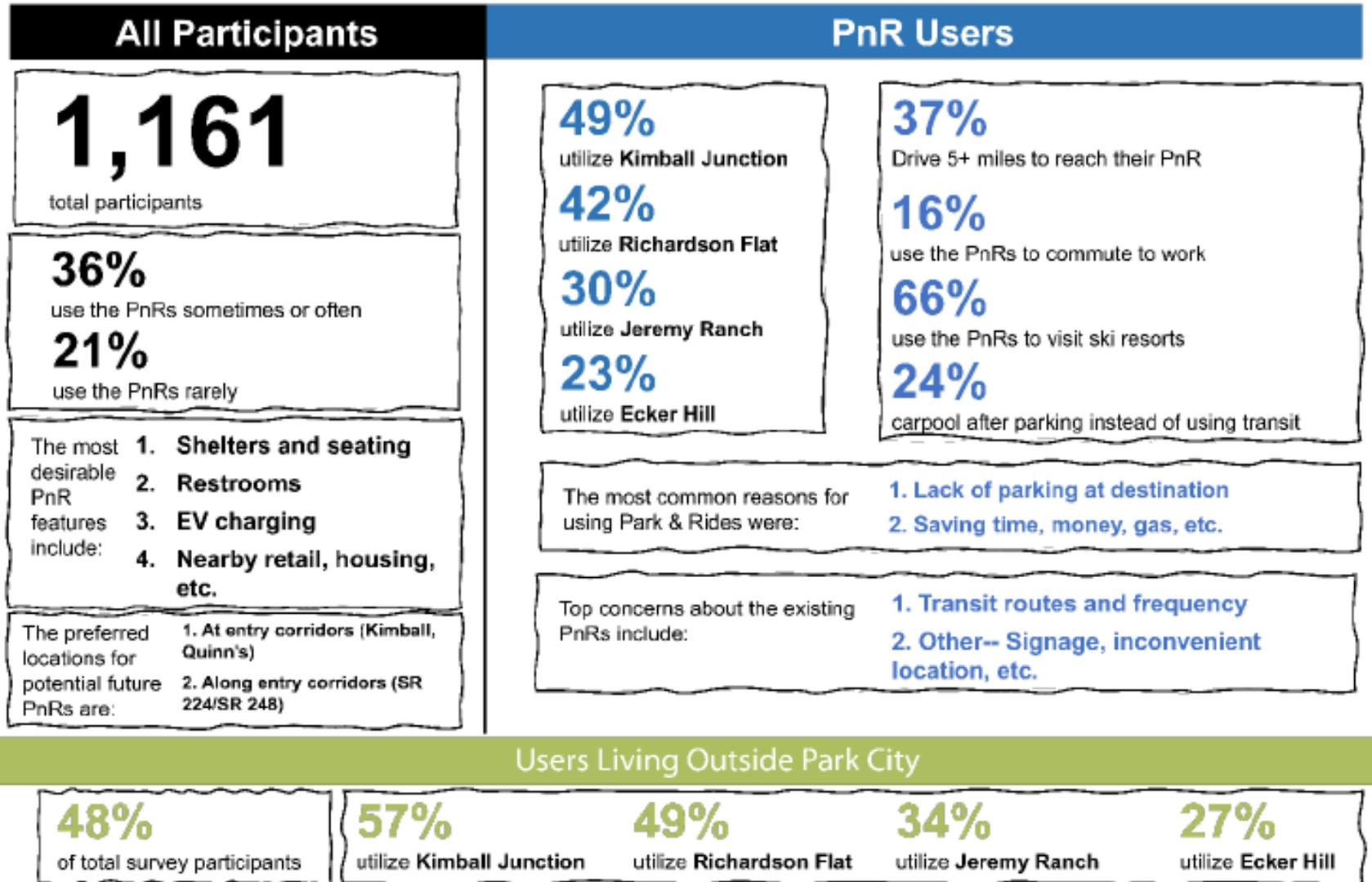


## Key Insights

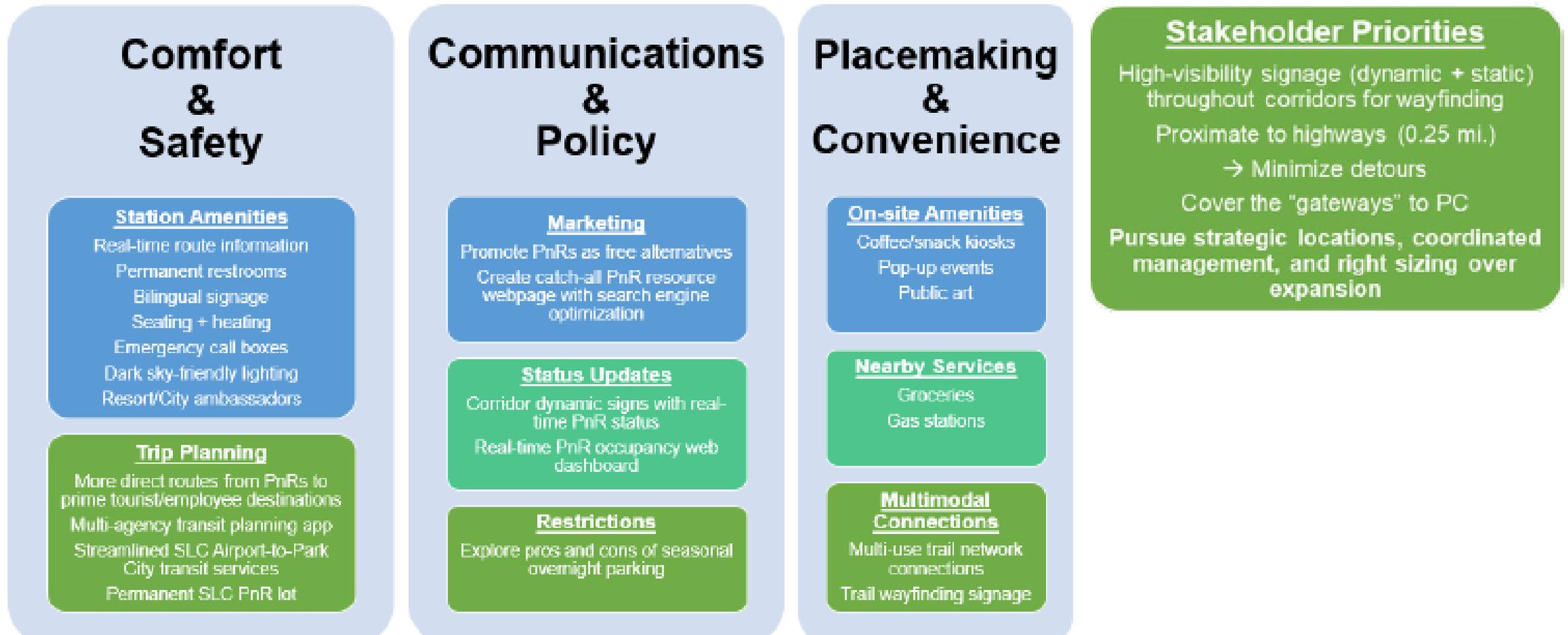
- Shorter travel times and reliable transit service drive the highest decision factor
- Easy-to-reach lot locations significantly boost usage of park and ride lots
- Costs and security features are less critical barrier



# Factors for Park & Ride Utilization (Summit County)



# Factors for Park & Ride Utilization (Summit County)



# City Council Staff Report



**Subject:** Amending Ordinance No. 2024-22,  
Approving the Robbins Annexation  
**Application:** PL-23-05882  
**Author:** Elissa Martin, Planning Project Manager  
**Date:** August 14, 2025

## Recommendation

(I) Consider Ordinance No. 2025-18 amending Ordinance 2024-22 *Approving an Annexation of Approximately 0.94 Acres Known as the Robbins Parcel Located in the Thaynes Neighborhood, Park City Utah, and Amending the Official Zoning Map of Park City to Zone the Robbins Parcel Single Family and Sensitive Land Overlay*, to modify the effective date, and to make a minor correction to Exhibit B to update the legal description of the 0.94-acre annexation parcel, (II) conduct a public hearing, and (III) approve Ordinance No. 2025-18 (Exhibit A). No substantive changes are proposed.

## Description

Applicant: Planning Department

Location: Parcel SS-104-B

Zoning District: Single Family  
Sensitive Land Overlay

Adjacent Land Uses: Residential

Reason for Review: The City Council takes Final Action on amendments to Ordinances.<sup>1</sup>

*Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).*

## Background

On December 19, 2024, the City Council unanimously adopted Ordinance No. 2024-22 (Exhibit B), approving the Robbins Annexation, Annexation Agreement and zoning map amendment to zone the 0.94-acre parcel Single-Family (SF) and Sensitive Land Overlay (SLO) ([Agenda Packet, Item VI.2.](#); [Meeting Minutes, p.9](#)). The annexation parcel is a metes and bounds parcel (PC-338-B) in unincorporated Summit County within the Thaynes Canyon Neighborhood, adjacent to Iron Canyon Drive.

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<sup>1</sup> LMC [§ 15-8-4](#)

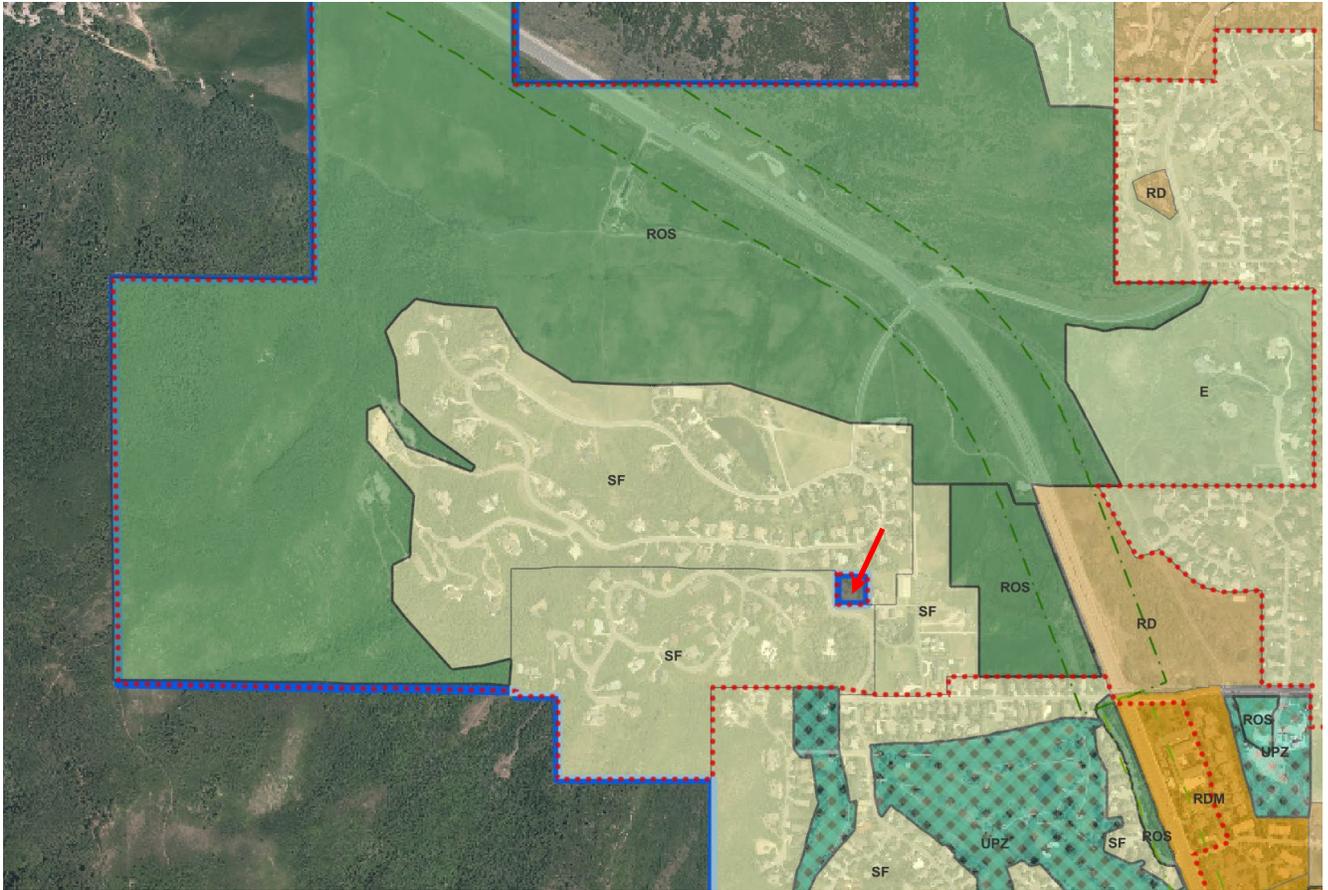


Figure 1: The 0.94-acre annexation parcel in Thaynes Canyon neighborhood.

### **Analysis**

Upon adoption of Ordinance No. 2024-22, the next step was to route the Annexation Plat through the redline process to prepare the plat for recordation with the county. During the redline review of the Annexation Plat, it was discovered that the Legal Description included in Exhibit B of Ordinance No. 2024-22 (Annexation Agreement), did not match the Legal Description of the fully executed Ordinance No. or the Annexation Plat. To rectify this discrepancy, which does not impact or change the 0.94-acre parcel annexed into Park City, Planning staff requests approval of Ordinance No. 2025-18 (Exhibit A) to update the Legal Description in Exhibit B of Ordinance No. 2024-22 (Annexation Agreement) to match the Annexation Plat, and to modify the effective date of Ordinance No. 2024-22.

### **Public Input**

There was no public input received at the time this report was published.

### **Notice**

Staff posted and published notice in accordance with the requirements of the LMC and Utah Code.<sup>2</sup>

<sup>2</sup> LMC [§ 15-1-21](#)

## **Alternatives**

The City Council may:

- Approve Ordinance 2025-18.
- Approve Ordinance 2025-18 with revisions.
- Deny Ordinance 2025-18 and direct staff to make Findings for the denial.
- Request revised or additional materials and continue the item to a date certain.

## **Exhibits**

A: Ordinance 2025-18

B: Ordinance 2024-22

C: Annexation Plat

**ORDINANCE NO. 2025-18**

**ORDINANCE AMENDING ORDINANCE 2024-22 APPROVING THE ANNEXATION OF APPROXIMATELY 0.94 ACRES KNOWN AS THE ROBBINS PARCEL LOCATED IN THE THAYNES NEIGHBORHOOD, PARK CITY, UTAH, TO MODIFY THE EFFECTIVE DATE AND UPDATE THE LEGAL DESCRIPTION OF THE ANNEXATION PARCEL**

WHEREAS, on August 22, 2023, Ivory Homes, LLC and Boyer and Robbins JV, L.C. (“Petitioners”) filed an annexation petition with the City Recorder for annexation of one metes and bounds Parcel SS-104-B (“Property”), currently within the jurisdiction of Summit County and surrounded by properties that are within the Park City municipal boundary;

WHEREAS, the Property is 0.94 acres and is located west of SR 224 and north of Iron Canyon Drive, more specifically described in Legal Description, Exhibit A;

WHEREAS, the Property is within the Park City Annexation Expansion Area and is not included within any other municipal Annexation Expansion Area;

WHEREAS, the City reviewed the petition for compliance with the criteria in Utah Code Section 10-2-806, Annexation petition – Requirements;

WHEREAS, the Petitioner filed a Notice of Intent with the City Recorder and on February 5, 2024, the Petitioner mailed the notice of intent to affected entities;

WHEREAS, on February 13, 2024, Summit County mailed notice and map identifying the area proposed for annexation to each owner of real property within the area proposed to be annexed and within 300 feet of the area to be annexed, and provided the City with a Certificate of Mailing;

WHEREAS, on March 7, 2024, the City Council accepted the petition for further consideration;

WHEREAS, on April 4, 2024, the City Recorder certified the annexation petition and delivered notice to the affected entities required by Utah Code Section 10-2-406, and provided legal notice that the petition had been certified, beginning the required 30-day protest period;

WHEREAS, no protests were filed by affected entities or other jurisdictions within the 30-day protest period;

WHEREAS, the staff review team reviewed the annexation petition and provided comments to the Planning Department by September 13, 2024;

WHEREAS, the Planning Commission, after proper notice, conducted public hearings on the Annexation Petition on September 25 and October 23, 2024;

WHEREAS, on October 23, 2024, the Planning Commission unanimously forwarded a positive recommendation to City Council to approve the proposed annexation and zoning of the Robbins Parcel, with conditions set forth in the Annexation Agreement;

WHEREAS, on December 19, 2024, the City Council conducted a public hearing and adopted Ordinance 2024-22 approving the Annexation of the Robbins Parcel, the Annexation Agreement and a zoning map amendment;

WHEREAS, the Legal Description included in Exhibit B of Ordinance 2024-22 does not match the Legal Description provided on the Annexation Plat and requires modification;

WHEREAS, the updated Legal Description attached herein as Exhibit A matches the Legal Description on the Plat and the Recorded Deed (County Recorder Entry No. 01236871) and shall replace the Legal Description in Exhibit B of Ordinance 2024-22;

WHEREAS, the effective date of the annexation ordinance shall be August 14, 2025;

WHEREAS, the City Council finds the amendment to update the Legal Description in Exhibit B, Annexation Agreement, and the effective date of the annexation ordinance to be consistent with the Park City General Plan and Land Management Code;

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL OF ANNEXATION AND ZONING MAP AMENDMENT OF ORDINANCE 2024-22. Terms of the annexation approval, zoning map amendment, findings of fact, and conditions of approval in Ordinance 2024-22 continue to apply.

SECTION 2. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation and the proposed zoning meets the standards for annexation set forth in Utah Code Section 10-2-801 et seq., the Park City General Plan, and Park City Annexation Policy Plan - Land Management

Code Chapter 8 *Annexation*.

SECTION 3. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL. The Findings of Fact, Conclusions of Law, and Conditions of Approval of Ordinance 2024-22 are incorporated herein.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication. Recordation of the Annexation Plat and Annexation Agreement shall proceed in compliance with state annexation filing requirements, pursuant to Utah Code Section 10-2-813.

PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2025.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Nann Worel, MAYOR

ATTEST:

\_\_\_\_\_  
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Exhibit A: Legal Description, Amended

## EXHIBIT A

A portion of the Southwest quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point on the Current Corporate City Limits of Park City, Utah as defined by the Park City Annexation for Iron Canyon, according to the official plat thereof recorded October 28, 1983 as Entry No. 212517 in the office of the Summit County Recorder, located North  $00^{\circ}18'13''$  East along the Section line 546.41 feet and West 2,938.66 feet from the Southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along said corporate limits the following four (4) courses: (1) South  $89^{\circ}34'50''$  West 204.00 feet; (2) North 200.92 (Record: 200.00) feet to the Southerly line of the Current Corporate City Limits of Park City, Utah as defined by the Park City Annexation for Smith Ranch, according to the official plat thereof recorded July 14, 1988 as Entry No. 292902 in the office of the Summit County Recorder; (3) South  $89^{\circ}59'10''$  East (Record: West) 204.00 feet to the Westerly line of the Current Corporate City Limits of Park City, Utah as defined by the Park City Annexation for the Ross Property, according to the official plat thereof recorded March 17, 1994 as Entry No. 400284 in the office of the Summit County Recorder; and (4) South 199.38 (Record: 200.00) feet to the point of beginning.

**ORDINANCE NO. 2024-22**

**ORDINANCE APPROVING AN ANNEXATION OF APPROXIMATELY 0.94 ACRES KNOWN AS THE ROBBINS PARCEL LOCATED IN THE THAYNES NEIGHBORHOOD, PARK CITY, UTAH, AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE ROBBINS PARCEL SINGLE FAMILY AND SENSITIVE LAND OVERLAY**

WHEREAS, on August 22, 2023, the Petitioners Ivory Homes, LLC and Boyer and Robbins JV, L.C. ("Petitioners") filed an annexation petition with the City Recorder for annexation of one metes and bounds Parcel SS-104-B ("Property"), currently within the jurisdiction of Summit County and surrounded by properties that are within the Park City municipal boundary;

WHEREAS, the Property is 0.94 acres and is located west of SR 224 and north of Iron Canyon Drive, more specifically described in Legal Description Exhibit A;

WHEREAS, the Property is within the Park City Annexation Expansion Area and is not included within any other municipal Annexation Expansion Area;

WHEREAS, the City reviewed the petition for compliance with the criteria in Utah Code Sections 10-2-403 et seq.;

WHEREAS, on March 7, 2024, the City Council accepted the petition for further consideration;

WHEREAS, on April 4, 2024, the City Recorder certified the annexation petition and delivered notice to the affected entities required by Utah Code Section 10-2-406, and provided legal notice that the petition had been certified, beginning the required 30-day protest period;

WHEREAS, no protests were filed by affected entities or other jurisdictions within the 30-day protest period;

WHEREAS, the Planning Commission, after proper notice, conducted public hearings on the Annexation Petition on September 25 and October 23, 2024;

WHEREAS, on October 23, 2024, the Planning Commission unanimously forwarded a recommendation to City Council to approve the proposed annexation and zoning of the Robbins Parcel, with conditions set forth in the Annexation Agreement (Exhibit B);

WHEREAS, on December 19, 2024, the City Council conducted a public

hearing and considered the annexation and zoning map amendment;

WHEREAS, the City Council finds the annexation of Summit County Parcel SS-104-B and requested zoning map amendment (Exhibit C) are consistent with the Park City General Plan and Land Management Code;

WHEREAS, terms of the Annexation Agreement stipulate a comprehensive Sensitive Land Overlay Analysis to be conducted at the time of final plat review to establish Limits of Disturbance including building site, driveway access, and other site planning requirements to enhance rather than detract from the aesthetic quality of the northern entry corridor and ensuring that the final plat will result in development compatible with the surrounding neighborhood; and

WHEREAS, the Annexation Agreement, between the City and Boyer Robbins JV, L.C., pursuant to Land Management Code Section 15-8-5(C), setting forth further terms and conditions of the Annexation and final subdivision plat, is herein attached as Exhibit B.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah, according to the Annexation Plat executed in substantially the same form as is attached to the Annexation Agreement and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval stated below and within the Annexation Agreement.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement and shall be subject to all City levies and assessments, conditions, and restrictions as described in the terms of said Annexation Agreement.

The Property shall be subject to all City laws, rules, and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION AGREEMENT. The City Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto and as approved to form by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation and the proposed zoning meets the standards for annexation set forth in Utah Code Section 10-2-401 et seq., the Park City General Plan, and Park City Annexation Policy Plan - Land Management Code Chapter 8 *Annexation*.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include Parcel SS-104-B in

the Single Family Zoning District and Sensitive Land Overlay as shown in Exhibit C.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. On August 22, 2023, the applicants filed an annexation petition with the City Recorder for annexation of Parcel SS-104-B, currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal boundary.
2. The applicant requests annexation and zoning approval of a 0.94-acre parcel owned by the Boyer Robbins JV, L.C., ("Robbins Parcel") and the requested zoning is Single Family.
3. The property is within the Park City Municipal Corporation Annexation Expansion Area in the adopted Annexation Policy Plan (Land Management Code (LMC) Chapter 8) and is contiguous with the current Park City Municipal Boundary along the south and west property lines with the Iron Canyon Annexation (1983), along the north property line with Aspen Springs (formerly Smith Ranch) Annexation (1988), and along the west property line with the Ross annexation (1993). The property is an island of unincorporated land.
4. The applicant submitted an annexation plat for the 0.94-acre parcel, prepared by a licensed surveyor, and additional annexation petition materials according to provisions of the City's Annexation Policy Plan and Utah Code.
5. On February 24, 2024, the Summit County Council considered the annexation petition and declined to protest the annexation pursuant to Utah Code Section 10-2-407.
6. The petition was accepted by the City Council on March 7, 2024 and certified by the City Recorder on April 4, 2024. Legal notice was published in the Park Record and the Utah Public Notice Website as required by Utah Code. Notice of certification was mailed to affected entities as required by Utah Code. No protests to the petition were filed.
7. The proposed annexation parcel is the only non-annexed property owned by the Petitioner in the surrounding area.
8. A Preliminary Subdivision Plat was submitted with the annexation petition, which proposes combining the 0.94-acre parcel with adjacent Parcels IC-MISC and PCA-105 (already within City limits) to increase the developable acreage to 1.73 and create three lots for development of three Single-Family Dwellings.
9. On September 19, 2024, the applicant submitted a revised Preliminary Plat for creation of one 1.73-acre lot for development of one Single-Family Dwelling (SFD) and one affordable Accessory Apartment.
10. Pursuant to LMC § 15-7.1-6(A)(2), a final plat application shall include remnant pieces of Parcel IC-MISC. Dedication of such parcels to the City

as public right-of-way and open space shall be addressed at the time of final plat subdivision. (Meeting Audio, 2:34)

11. The annexation parcel is surrounded by lands that are within the Sensitive Land Overlay (SLO), near the base of Iron Mountain, with proximity to the McPolin Farm and Highway 224, the City's northern entry corridor, and therefore annexing the 0.94-acre property into the SLO is a natural extension of the SLO boundary.
12. The proposed 1.73-acre lot with one SFD and affordable Accessory Apartment is compatible with the density of the surrounding subdivisions, Iron Canyon and Aspen Springs, which have an average net density of one dwelling unit per 1.6 acres (average between the two subdivisions).
13. The average lot size of properties adjacent to the Robbins Parcel is 1.33 acres.
14. Single-Family Dwellings directly adjacent to the Robbins Parcel have an average Gross Residential Floor Area of 5,779 square feet and in the adjacent Aspen Springs Phase II Subdivision, plat notes allow up to 8,250 square feet of Gross Residential Floor Area for SFDs on lots 1.7 acres in area or greater.
15. Pursuant to LMC § 15-8-1, purpose of annexation requirements, including to protect community character, assure orderly growth and protect entry corridors and viewsheds, the Planning Commission, at the October 23, 2024 public hearing recommended a maximum Gross Residential Floor Area for the SFD of 7,500 square feet, based on a compromise between the average square footage of existing adjacent SFDs (5,779 square feet) and the comparable maximum Gross Residential Floor Area and relative lot size of neighboring lots in the Aspen Springs Phase II subdivision, which has a plat note allowing a maximum Floor Area of 8,250 square feet on lots 1.7 acres or larger.
16. The Planning Commission also recommended, at the October 23 public hearing, the second level of the SFD be limited to 35% of total Floor Area of the SFD.
17. The annexation parcel and surrounding property proposed for subdivision and development is visible from Highway 224 along the northern entry corridor.
18. To protect view sheds and the northern entry corridor, the Planning Commission recommends limiting the SFD building height to 25 feet from Existing Grade.
19. LMC § 15-8-5(C)(6) requires compliance with the Affordable Housing Resolution in effect at the time of annexation petition. Resolution 05-2021 Affordable Housing Guidelines Section (8)(A) requires a developer to provide Affordable Unit Equivalents (AUEs) for 20% of the total Residential Unit Equivalents (RUEs) in the annexation.
20. As conditioned, the annexation petition complies with the Affordable Housing requirements pursuant to LMC § 15-8-5(C)(6).
21. The Staff Review Team, including the Planning Director, City Engineer, Public Works Director, Fire Marshal, Police Chief, utility providers, and Park City School District, reviewed the annexation petition and confirmed

City services have sufficient capacity to support the SFD and affordable Accessory Apartment.

22. Park City Public Utilities Department requires the Developer install water infrastructure to serve development on the lot according to the specifications outlined in the Annexation Agreement.
23. Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property; the preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.
24. In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, may be required; the timing for the construction of such storm water detention facilities shall be determined by the City Engineer; maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or future homeowner.

Conclusions of Law

1. The Annexation and Zoning Map amendment, as conditioned, are consistent with Utah Code, the Annexation Policy Plan, the Park City General Plan, and the Land Management Code.
2. Approval of the Annexation and Zoning Map amendment, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to zone the property Single Family and Sensitive Land Overlay.
2. The Annexation Agreement approved by City Council shall be fully executed and recorded at Summit County
3. A final subdivision plat to create a legal lot of record, in compliance with the terms of the Annexation Agreement, shall be submitted to the Planning Department to be reviewed by the Planning Commission for Final Action and, upon approval, recorded at Summit County
4. A comprehensive Sensitive Land Analysis shall be completed at the time of Final Plat submittal to establish platted Limits of Disturbance for the Single-Family Dwelling and affordable Accessory Apartment, driveway, and hard surface areas, for neighborhood compatibility and to protect viewsheds and the northern entry corridor.
5. The Final Plat shall be in substantial compliance with the Preliminary Subdivision Plat (Attachment 2 of the Annexation Agreement), except to incorporate the terms of the Annexation Agreement, including public improvements, easements and plat notes.
6. The Final Plat shall include plat notes as outlined in the Annexation Agreement.

- 7. The Final Plat shall dedicate a ten-foot-wide utility, public access, drainage, and snow storage easement along the property's frontage on Iron Canyon Drive.
- 8. A non-vehicular public pedestrian sidewalk located within the ten-foot-wide public easement along the property's frontage on Iron Canyon Drive shall be constructed to City Standards and Specifications as required by the City Engineer.
- 9. The sidewalk and all required public improvements shall be completed prior to issuance of a certificate of occupancy for the SFD.
- 10. All exterior lighting shall be reviewed with the building permit application for compliance with the dark sky requirements of the LMC.
- 11. The annexation is subject to the City's Affordable Housing Resolution 05-2021 and as further described in the Annexation Agreement. The affordable housing obligation shall be provided through an affordable Accessory Apartment not to exceed 1,000 square feet on the property, unless otherwise approved by the Park City Housing Authority. The unit will not count against the maximum allowed Gross Residential Floor Area for the SFD.
- 12. All conditions and restrictions of the Annexation Agreement shall apply to the Final Plat.

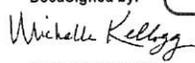
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and in compliance with state annexation filing requirements, pursuant to Utah Code Section 10-2-425.

PASSED AND ADOPTED this 19<sup>th</sup> day of December 2024.

PARK CITY MUNICIPAL CORPORATION

Signed by:  
  
 37775BCB40414F6...  
 Nann Worel, MAYOR

ATTEST:

DocuSigned by:  
  
 E5F905BB533F431...  


Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

Signed by:  
  
 B7478B7734C7490...

City Attorney's Office

- Exhibit A: Legal Description
- Exhibit B: Annexation Agreement and Attachments
- Exhibit C: Zoning Map Amendment

[Exhibit A]

**LEGAL DESCRIPTION  
PREPARED FOR  
THE BOYER COMPANY  
PARK CITY, UTAH  
(June 10, 2020)  
20-0230**

**ROBBINS ADDITION BOUNDARY**

A portion of the SW1/4 of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point on the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR IRON CANYON, according to the Official Plat thereof recorded October 28, 1983 as Entry No. 212517 in the Office of the Summit County Recorder, located N00°18'13"E along the Section line 546.41 feet and West 2,938.66 feet from the Southeast Corner of Section 5, T2S, R4E, SLB&M; thence along said corporate limits the following four (4) courses: 1) S89°34'50"W 204.00 feet; 2) North 200.92 (Record: 200.00) feet to the Southerly line of the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR SMITH RANCH, according to the Official Plat thereof recorded July 14, 1988 as Entry No. 292902 in the Office of the Summit County Recorder; 3) S89°59'10"E (Record: West) 204.00 feet to the Westerly line of the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR THE ROSS PROPERTY, according to the Official Plat thereof recorded March 17, 1994 as Entry No. 400284 in the Office of the Summit County Recorder; 4) South 199.38 (Record: 200.00) feet to the point of beginning.

Contains: 40,830 +/- Square Feet



[Exhibit B]

**When recorded, please return to:**  
PARK CITY MUNICIPAL CORPORATION  
City Recorder  
PO Box 1480  
Park City UT 84060

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**ROBBINS PARCEL ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**PCMC**" or the "**City**") and property owner, Boyer Robbins JV, LLC, a Utah limited liability company and annexation sponsor and applicant, Ivory Homes, LLC<sup>1</sup> (hereinafter, "**Petitioner**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner (hereinafter, "**Robbins Parcel**" or "**Petitioner's Property**"), consisting of approximately 0.94 acres and located in unincorporated Summit County, Utah, within the Thaynes Neighborhood on Iron Canyon Drive. The Robbins Parcel is surrounded on all sides by Park City Municipal and is proposed to be annexed into Park City Municipal. The petition includes a Preliminary Subdivision Plat that proposes combining two adjacent parcels within the City boundary to create a 1.73- acre lot for future development of one Single-Family Dwelling and affordable Accessory Apartment; the proposed annexation of the 0.94-acre parcel, together with the proposed preliminary plat to create one lot, shall be referred to as the "Annexation Petition." The Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Robbins Parcel. The Robbins Parcel is subject to the terms of this Annexation Agreement. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of Utah Code § 10-2-401 et seq.;

WHEREAS, the Robbins Annexation includes the Robbins Parcel, with tax identification number SS-104-B, owned by Petitioner and consisting of 0.94 acres in the Thaynes Neighborhood, more specifically described as,

Beginning at a point on a Easterly line of IRON CANYON SUBDIVISION, according to the Official Plat thereof onfile in the Office of the Summit County Recorder as Entry No. 212520, said point located N00°18'13"E 369.32 feet along the Section line and West 2,877.20 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence N89°55'48"W 1.61 feet to the Easterly Right-of-Way line of Iron Canyon Drive; thence along said street the following six (6) courses: 1) Northwesterly along the arc of a non-tangent curve to the left having a radius of 125.00 feet (radius bears: West) a distance of 196.35 feet through a central angle of 90°00'00" Chord: N45°00'00"W 176.78 feet; 2) West 90.50 feet; 3) along the arc of a curve to the right with a radius of 75.00 feet a distance of 117.81 feet through a central angle of 90°00'00" Chord: N45°00'00"W 106.07 feet; 4) North 26.50 feet; 5) along the arc of a curve to the left with a radius of 165.00 feet a distance of 259.18 feet through a central angle of

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<sup>1</sup> Ivory Homes, LLC submitted the annexation petition on behalf of property owner, Boyer Robbins JV, LLC

90°00'00" Chord: N45°00'00"W 233.35 feet; 6) West 121.04 feet; thence North 13.59 feet to the Southerly line of ASPEN SPRINGS RANCH PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder as Entry No. 349163; thence S88°50'22"E 315.25 feet to the Southwesterly corner of that Real Property as described by that Special Warranty Deed on file in the Office of the Summit County Recorder as Entry No. 993024 in Book 2235 at Page 175; thence along said deed S89°04'02"E' 124.30 feet to the Southwesterly corner of that Real Property as described by that Special Warranty Deed on file in the Office of the Summit County Recorder as Entry No. 1073622 in Book 2419 at Page 667; thence along said deed S89°04'02"E 78.15 feet to a point on the Northerly extension of the Easterly line of said IRON CANYON SUBDIVISION; thence along said extension and said plat the following three (3) courses: 1) South 248.32 feet; 2) N89°34'50"E 60.71 feet; 3) S00°04'12"W 147.53 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land:

A part of the Southwest Quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, located in Park City, Summit County, Utah, more particularly described as follows:

Beginning at a point located on a Westerly line of THAYNES CREEK RANCH ESTATES, PHASE 2, according to the Official Plat thereof recorded February 3, 2015 as Entry No. 1012100 of the Official Records of the Summit County Recorder, said point located N00°18'13"E 501.61 feet along the Section Line and N89°41'47"W 2,877.76 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along said plat S00°04'12"W 28.59 feet; thence S89°34'50"W 60.71 feet; thence North 29.00 feet to the Southwesterly corner of a parcel of land as determined by Survey filed November 4, 2016 as File No. S0008857 in the Office of the Summit County Surveyor; thence along said parcel N89°58'03"E 60.75 feet to the point of beginning;

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Robbins Parcel into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on August 22, 2023. The Annexation Petition was accepted by the City Council on March 7, 2024, and certified by the City Recorder on April 4, 2024. The Planning Commission reviewed the Annexation Petition on September 25, 2024 and October 23, 2024;

WHEREAS, the City Council considered and adopted Ordinance No. 2024-22, approving the Annexation Petition at a public hearing on December 19, 2024;

WHEREAS, in connection with the Robbins Annexation, the Annexation Property is proposed to be zoned Single Family (SF Zone). The SF Zone is a City zoning district allowing for low density, single family home development that maintains existing predominately single family detached residential neighborhoods, maintains the character of mountain resort neighborhoods with compatible design, and requires a streetscape that minimizes impacts on existing residents and reduces the architectural impacts of the automobile. The SF zoning district is more fully described in the City's Land Management Code. The Annexation Property will also be zoned with the Sensitive Land Overlay;

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of City's action to annex Petitioner's property, and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of the Robbins Annexation shall be as follows:

1. **Property.** The Robbins Parcel to be annexed is approximately 0.94-acres in area, as depicted on the annexation plat attached as Attachment 1 (the "**Annexation Plat**") and as more fully described in Ordinance No. 2024-22.

2. **Zoning.** Upon Annexation, the Petitioner's Parcel will be zoned Single Family (SF) and Sensitive Land Overlay (SLO). The official zoning map of Park City shall be amended to include this property and zoning designations, as approved in Ordinance No. 2024-22.

3. **Nightly Rentals Prohibited in Perpetuity.** In approving the Annexation, the City Council and Planning Commission materially relied upon the Petitioner's stipulation to prohibit Nightly Rentals. The Final Plat shall include a plat note prohibiting Nightly Rentals as defined by the Land Management Code at the Petitioner's Property.

4. **Subdivision Plat and Required Plat Notes.** Pursuant to Land Management Code Section 15-8-3, on August 22, 2023, a Preliminary Subdivision Plat was submitted for the Robbin's Parcel, which proposed combining the 0.94-acre parcel with adjacent Parcel PCA-105 and portions of Parcel IC-MISC (already within City limits) to increase the developable acreage to 1.73 acres and create three lots for development of three Single-Family Dwellings. On September 19, 2024, the applicant submitted a revised Preliminary Plat (Attachment 2) for creation of one 1.73-acre lot for development of one Single-Family Dwelling.

A final subdivision plat to create a legal lot of record shall be submitted to the Planning Department to be reviewed by the Planning Commission for Final Action and, upon approval, recorded at Summit County. Pursuant to LMC § 15-7.1-6(A)(2), a final plat application shall include remnant pieces of Parcel IC-MISC. Dedication of such parcels to the City as public right-of-way and open space shall be addressed at the time of final plat subdivision. The following notes shall be included on the final plat:

4a. **Plat Note 1:** Nightly Rentals are prohibited at the Property.

4b. **Plat Note 2:** Development of the Lot is limited to one Single-Family Dwelling and one affordable External Accessory Structure; the Lot shall not be subdivided further.

4c. **Plat Note 3:** the Single-Family Dwelling shall be limited in size with a maximum Gross Residential Floor Area of 7,500 square feet with the second level Floor Area not to exceed 35% of the overall Gross Residential Floor Area.

4d. **Plat Note 4:** Building height of the Single-Family Dwelling shall be limited to 25 feet from Existing Grade. Building height of the Accessory Apartment shall be limited to 18 feet from Existing Grade. Building Height exceptions per LMC § 15-2.11-4 apply to the Single-Family Dwelling, and do not apply to the External Accessory Structure. Additional External Accessory Structures are prohibited.

- 4e. **Plat Note 5:** All construction activity and Structures shall be contained within the Limits of Disturbance, as approved by the City Engineer and the Planning Commission.

The maximum Gross Residential Floor Area requirement for the Robbins Parcel does not include the required affordable Accessory Apartment as specified in Paragraph 10 below. The land use development of the Property shall be governed by the maximum density stipulated in this Agreement, and by the Final Subdivision Plat.

Further, as part of the Final Subdivision Plat approval process, the Planning Commission shall review the Final Plat for compliance with the Sensitive Land Overlay and to ensure an appropriate Limits of Disturbance is established. The Planning Commission shall be the land use authority to review the Final Plat and issue a Final Action letter.

5. **Sensitive Land Overlay.** The subject property is surrounded by lands that are within the Sensitive Land Overlay, near the base of Iron Mountain, with proximity to the McPolin Farm and Highway 224, the City's northern entry corridor. The Petitioner's Property shall be annexed into the Sensitive Land Overlay and a comprehensive Sensitive Land Analysis will be required at the time of Final Plat processing, to evaluate the impact of development on sensitive environmental and aesthetic areas.

6. **Public Access, Utility, Drainage and Snow Storage Easement, and Sidewalk.** The Final Plat shall include dedication to the City of a ten-foot-wide, non-exclusive, public easement across the Petitioner's Property along the frontage of Iron Canyon Drive, for the purposes of public access, utilities, irrigation, storm water drainage, and snow storage. A condition precedent to Certificate of Occupancy for the Single-Family Dwelling on the 1.73-acre lot is construction of a non-vehicular public pedestrian sidewalk, to be located within the ten-foot-wide public easement along the property's frontage on Iron Canyon Drive, constructed to City Standards and Specifications as required by the City Engineer. Any obligations or guarantees with respect to the construction of such sidewalk shall be governed by the terms and conditions of the Final Subdivision for the Property.

7. **Sanitary Sewer, Line Extensions and Storm Water Detention Facilities.** Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.

In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the City Engineer, may be required. The timing for the construction of such storm water detention facilities shall be determined by the City Engineer, at the time of Subdivision Plat review (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or of a future Lot owner.

8. **Water Rights.** No water rights are associated with the property; the Petitioner does not own any water rights.

9. **Water Facilities and Infrastructure.** Certain water facilities and systems to serve future development of Petitioner's Property shall be required to be constructed by the Developer/Owner and, to

the extent they are dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Subdivision review process (the “**Water Facilities**”). Petitioner acknowledges that water impact fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area.

**Developer/Owner agrees to the following terms pertaining to Water Facilities:**

- 9a. Design Drawings conforming to Park City Water Standard Plans and Specifications (Engineering & Construction Division | Park City, UT).
- 9b. Design must include connection points to existing Park City water infrastructure.
- 9.c Fire Hydrants may be needed to meet Park City Water and Park City Fire District requirements.
- 9d. All designs will be subject to the review and approval of the Public Utilities Department pursuant to the September 13, 2024 Public Utilities Department review letter.

There are existing water related easements in the project area which include but are not limited to the following: Summit County Recorder Entry No. 125799 and 134110. Details as to the grantee, purpose and future use and/or abandonment must be provided to the Public Utilities Team for review prior to Final Subdivision Plat approval.

A one-inch waterline is shown on the site plan of the annexation petition drawing package. Details as to the owner, purpose, and future use of this water line must be provided to the Public Utilities Team for review prior to Final Subdivision Plat approval.

The Final Subdivision Plat and building permit submittal shall meet all requirements to conform to the standards of the Public Utilities Department.

10. **Affordable Housing Requirement.** Affordable housing shall be provided in a manner consistent with the City’s Affordable Housing Resolution 05-2021. An annexation requires Affordable Unit Equivalents (AUEs) for 20% of Residential Unit Equivalents (RUEs) to be constructed. One RUE is equivalent to 2,000 square feet of Floor Area. One AUE is defined as having a minimum of 900 square feet of Net Livable Space, which Resolution 05-2021 defines as the calculated interior living area measured interior wall to interior wall, including all interior partitions, and including but not limited to habitable basements and interior storage areas, closets, and laundry areas, and excluding uninhabitable basements, mechanical areas, exterior storage, stairwells, garages, patios, decks, and porches.

Based on the maximum Gross Residential Floor Area of 7,500 square feet for the Single-Family Dwelling, the annexation requires 0.75 AUE to be constructed, which is a minimum of 675 square feet of Net Livable Space. The affordable housing obligation shall be provided through the following:

- Construction of an Accessory Apartment on site

The affordable Accessory Apartment shall not exceed 1,000 square feet in Floor Area or 18 feet in

Building Height from Existing Grade and shall provide no more than one Parking Space for the Accessory Apartment tenant. The Accessory Apartment does not count against the Gross Residential Floor Area limitation of 7,500 square feet. Parking on Iron Canyon Drive for the SFD and Accessory Apartment is prohibited. The Applicant shall include the proposed affordable Accessory Apartment location in the SLO analysis required at the Final Subdivision phase and shall locate such affordable Accessory Apartment within the area least visible from designated Vantage Points.

Developer is responsible for the following steps to be completed to comply with the affordable housing requirement.

- Submit a Housing Mitigation Plan to the Housing Authority for approval.
- Recordation of a deed restriction that complies with the City's Affordable Housing Resolution regarding tenants, rent charged, and rental terms, prior to issuance of Certificate of Occupancy for the Single-Family Dwelling.
- Submit Annual compliance reporting to the Housing Authority

Prior to issuance of a building permit for the SFD, a deed restriction that complies with the City's Affordable Housing Resolution regarding tenants, rent charged, and rental terms in a form approved by the City Attorney's Office shall be recorded with Summit County. The affordable Accessory Apartment shall be completed prior to or concurrently with issuance of Certificate of Occupancy for the SFD.

The property owner of the SFD shall submit an annual compliance report to the Housing Authority.

12. **Planning Review Fees.** Lot owner of the platted lot within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

13. **Impact and Building Fees.** Lot owner(s) within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Final Action Letter and, further, Park City's final approval of the construction of any such public improvements, those water facilities, utilities, fire hydrants, and easements as may be agreed by Parties in connection with the Final Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes.

15. **Snow Removal and Storage.** Park City shall not be obligated to remove snow from private sidewalks unless the sidewalks are classified as part of a community trail system and incorporated into the City wide snow removal program. A public snow storage easement shall be provided along Iron Canyon Drive and identified on the Final Subdivision plat to be located within the ten-foot-wide public easement described in section 6.

16. **Fiscal Impact Analysis.** Compared to large annexations that may result in significant commercial and/or residential development, this annexation would create one lot and up to two households. The City’s property tax for a primary residence is 0.55%. The impact to the City in terms of service costs is negligible.

17. **Traffic Mitigation.** A review and analysis of impacts of the development on neighboring streets and major intersections was conducted by staff. No mitigation measures are proposed due to the low density and low level of impact of the proposed development on local streets and at major intersections.

19. **Effective Date.** This Annexation Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance, and further, the City provides notice of the recordation to the parties of this Annexation Agreement.

20. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. The City and Petitioner agree that jurisdiction and venue are proper in Summit County.

21. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (**the “Annexation Ordinance”**), and the Annexation Plat shall be recorded in the County Recorder’s Office of Summit County, Utah.

22. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

23. **Compliance with City Code.** Notwithstanding section 19 of this Agreement, from the time the Park City Council (the **“City Council”**) approves of this Agreement and upon completion of the Annexation by recordation of the annexation plat with the County Recorder’s Office of Summit County, Utah, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

24. **Full Agreement.** This Agreement, together with the recitals and attachments to this Agreement (which are incorporated in and made a part of this Agreement by this reference), the approving Ordinance for the Annexation (Ordinance No.2024-22) and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property

into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

25. **Amendments**. Any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and Utah Code in effect at the time an application for amendment is filed with the City Planning Department.

25. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

26. **Vested Rights**. Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Subdivision in accordance with the uses, density, and configuration of development approved in the Final Subdivision plat when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

27. **Nature of Obligations of Petitioner**. Applicant is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the City.

28. **Severability**. If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the 24<sup>th</sup> day of April, 2025.

*(Signatures begin on following page)*

**PARK CITY MUNICIPAL CORPORATION,**  
A political subdivision of the State of Utah

By: Nann Worel  
Nann Worel, Mayor

Dated this 24 day of April, 2025

ATTEST: City Recorder

By: Michelle Kellogg  
Michelle Kellogg, City Recorder

Dated this 24th day of April, 2025



APPROVED AS TO FORM:

Margaret Place  
City Attorney's Office

Dated this 24 day of April, 2025.

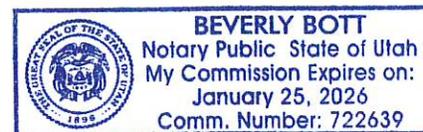
**BOYER ROBBINS JV, L.C., a Utah limited liability company, Petitioner**

By: Brian Gochnour

Name: Brian Gochnour  
Manager

Dated this 17th day of APRIL, 2025

Acknowledgement (notary)



Beverly Bott 4/17/2025

**Attachments:**

- 1. Annexation Plat
- 2. Preliminary Subdivision Plat

Notary Public for the State of Utah  
County of Salt Lake

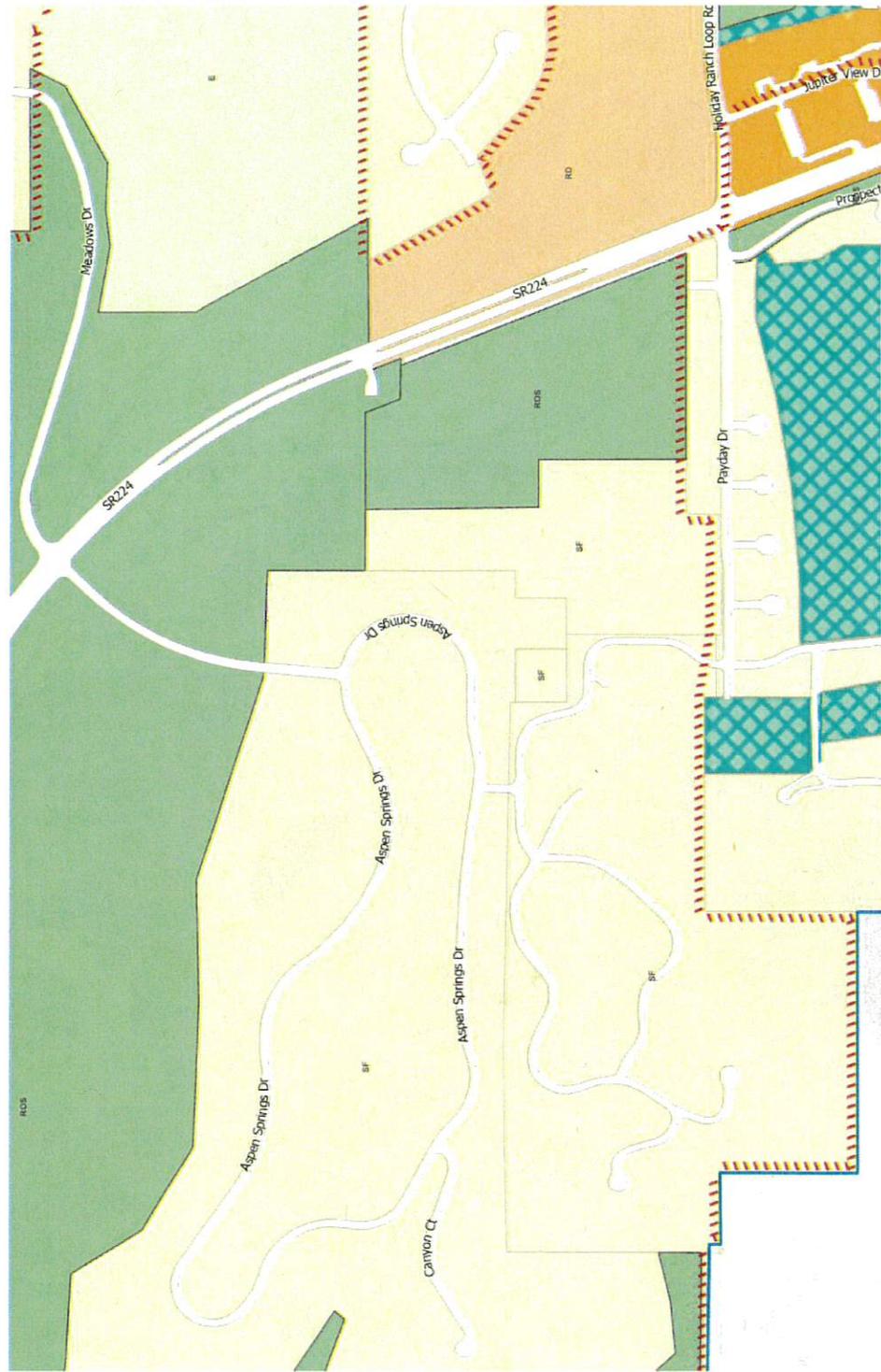




[Exhibit C]

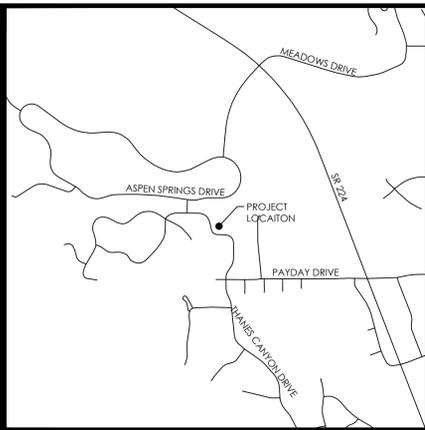
Zoning Map Amendment

Excerpt from the Official Park City Zoning Map



Legend

- City Limits
- SLO
- Zoning
- GT
- E
- GC
- HCB
- HR1
- HR2A
- HR2B
- HRC
- HRL
- HRM
- LI
- MCPE
- POS
- PUT
- R1
- RC
- RCO
- RD
- RD/M
- RM
- ROS
- SF
- UPZ



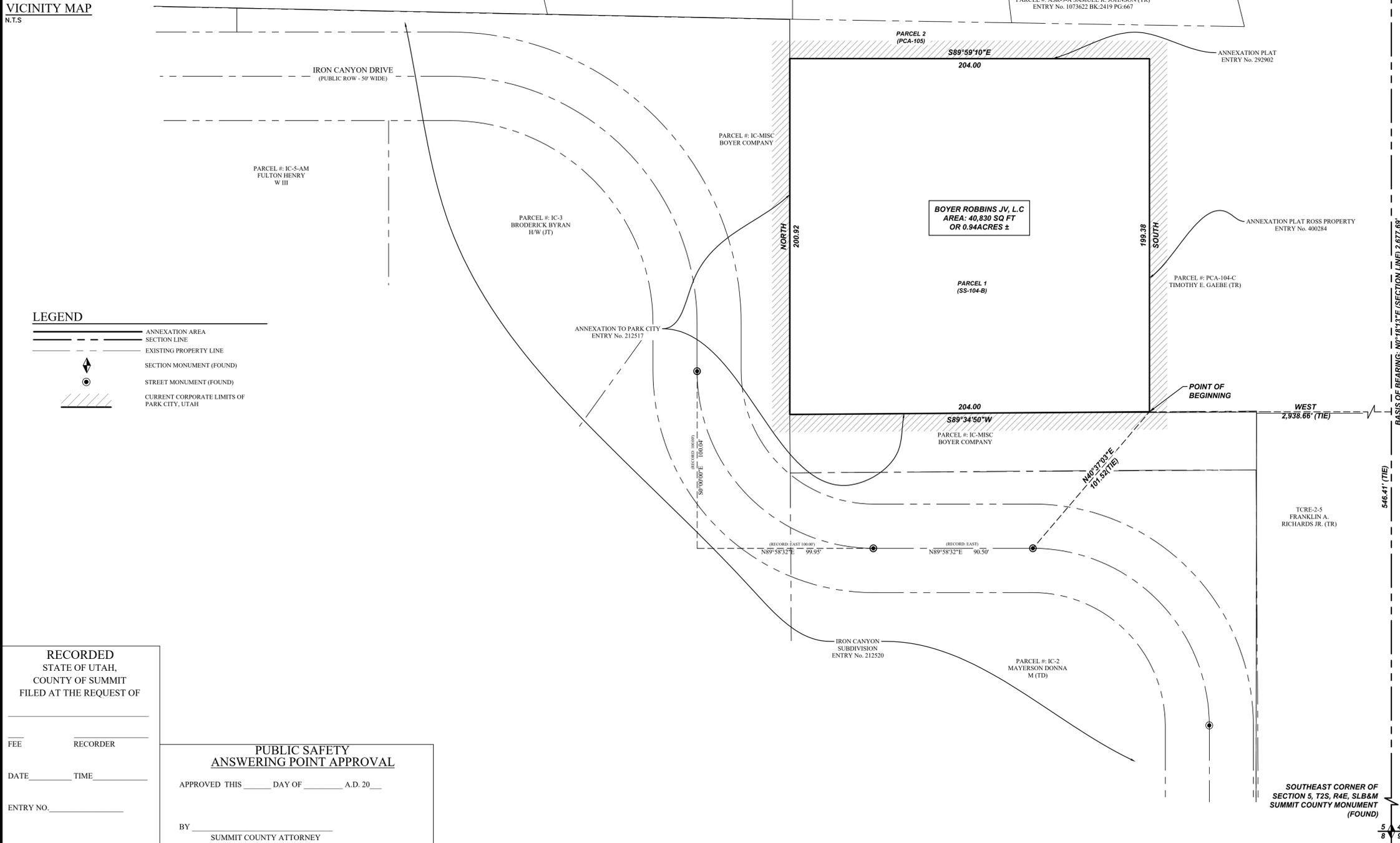
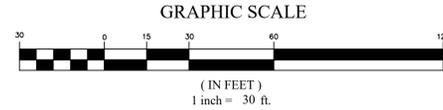
VICINITY MAP  
N.T.S.



# ROBBINS ADDITION ANNEXATION TO PARK CITY

LOCATED IN THE SW1/4 OF SECTION 5,  
T2S, R4E, SLB&M  
PARK CITY, UTAH COUNTY, STATE OF UTAH

EAST 1/4 CORNER OF  
SECTION 5, T2S, R4E, SLB&M  
SUMMIT COUNTY MONUMENT  
(PER ASPEN SPRINGS RANCH PHASE I)



- LEGEND**
- ANNEXATION AREA SECTION LINE
  - EXISTING PROPERTY LINE
  - SECTION MONUMENT (FOUND)
  - STREET MONUMENT (FOUND)
  - CURRENT CORPORATE LIMITS OF PARK CITY, UTAH

**SURVEYOR'S CERTIFICATE**  
I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify that this Plat is a true and accurate map of the tract of land to be annexed into Park City, County of Summit, State of Utah.

**BOUNDARY DESCRIPTION**  
A portion of the SW1/4 of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:  
Beginning at a point on the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR IRON CANYON, according to the Official Plat thereof recorded October 28, 1983 as Entry No. 212517 in the Office of the Summit County Recorder, located N00°18'13"E along the Section line 546.41 feet and West 2,938.66 feet from the Southeast Corner of Section 5, T2S, R4E, SLB&M; thence along said corporate limits the following four (4) courses: 1) S89°34'50"W 204.00 feet; 2) North 200.92 (Record: 200.00) feet to the Southerly line of the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR SMITH RANCH, according to the Official Plat thereof recorded July 14, 1988 as Entry No. 292902 in the Office of the Summit County Recorder; 3) S89°59'10"E (Record: West) 204.00 feet to the Westerly line of the Current Corporate City Limits of Park City, Utah as defined by the PARK CITY ANNEXATION FOR THE ROSS PROPERTY, according to the Official Plat thereof recorded March 17, 1994 as Entry No. 400284 in the Office of the Summit County Recorder; 4) South 199.38 (Record: 200.00) feet to the point of beginning.  
Contains: 40,830 +/- Square Feet

JUSTIN LUNDBERG  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 12554439  
DATE: 05/10/23  
SURVEYOR'S SEAL

**FINAL FOCAL ENTITY PLAT APPROVAL**  
APPROVED IN COMPLIANCE WITH SECTION 17-23-20 OF THE UTAH CODE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

BY: ACTING SUMMIT COUNTY SURVEYOR  
(SUMMIT COUNTY SURVEY MANAGER)  
DATE: \_\_\_\_\_  
SURVEYOR'S SEAL

**FINAL LOCAL ENTITY PLAT**

**ROBBINS ADDITION ANNEXATION TO  
PARK CITY**  
LOCATED IN THE SW1/4 OF SECTION 5,  
T2S, R4E, SLB&M  
PARK CITY, UTAH COUNTY, STATE OF UTAH  
SCALE: 1" = 20'

RECORDED  
STATE OF UTAH,  
COUNTY OF SUMMIT  
FILED AT THE REQUEST OF \_\_\_\_\_  
FEE \_\_\_\_\_ RECORDER \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
ENTRY NO. \_\_\_\_\_

**PUBLIC SAFETY  
ANSWERING POINT APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
BY \_\_\_\_\_  
SUMMIT COUNTY ATTORNEY

**APPROVAL AS TO FORM**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
BY \_\_\_\_\_  
SUMMIT COUNTY ATTORNEY

**ENGINEER'S CERTIFICATE**  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
DATE \_\_\_\_\_ PARK CITY ENGINEER

**CERTIFICATE TO ATTEST**  
I CERTIFY THAT THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
BY \_\_\_\_\_  
PARK CITY RECORDER

**COUNCIL APPROVAL AND ACCEPTANCE**  
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
BY \_\_\_\_\_  
MAYOR

**PLANNING COMMISSION**  
RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
BY \_\_\_\_\_  
CHAIRPERSON





## City Council Staff Report

**Subject:** Purchase of a Deed-Restricted Duplex Unit at 2013 Cooke Drive  
**Author:** Rhoda Stauffer, Housing Program Manager  
**Department:** Economic Development & Housing  
**Date:** August 14, 2025

### Recommendation

Exercise the City’s Right of First Refusal (ROFR) to purchase the deed-restricted duplex unit located at 2013 Cooke Drive for \$285,272.96 and retain the unit to increase the supply of City’s employee affordable housing rental program.

This program has been in effect since the late 1990’s, and has successfully served many PCMC employees, from recruitment and retention to emergency shelter. We currently have 11 units, which are under constant demand, and would greatly benefit by increasing our supply to provide a longer-term rental option (beyond 1 year, as had been a past practice, before the price of housing skyrocketed).

We currently have several recent employees that relocated to Park City from other states in order to work for PCMC, and unless we can extend their leases, will need to relocate or even discontinue working for Park City and seek employment elsewhere.

### Executive Summary

The City received two notices of intent to sell from legal counsel representing the 2013 Cooke Drive property owner. The first via email on July 1, 2025 (Exhibit A) and the second certified mail to the City Attorney’s Office on July 9, 2025 (Exhibit B).

The maximum resale price (MRP) of the deed-restricted unit is calculated according to Sections 3 and 14 of the Unit’s MASTER DEED RESTRICTIONS AND AGREEMENT FOR SILVER MEADOWS ESTATES, recorded as entry #00441895, Book #00922, Pages #00226-00274 (Exhibit C):

**3 MAXIMUM SALES PRICE.** In no event shall a Unit be sold for an amount in excess of the "Maximum Sales Price" which shall constitute \$120,000, or the actual purchase price, whichever is less, plus an increase of three percent of such price per year from the date of purchase to the date of Owner’s notice to City of Owner’s intent to sell (prorated at the rate of 0.25 percent for each whole month for any part of a year).

**14 NOTICES.** Any notice, consent or approval which is required herein shall be in writing and given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the Party as long as prior written notice of the change of address has been given to the other Parties.

Utilizing the date of certified notice of intent to sell on July 9, 2025, the City's Finance Department calculated the MRP as \$285,272.96. The calculation is attached as Exhibit D.

### **Sale Process Overview**

The City's established resale process for deed-restricted units is as follows and can be found on the [City's Housing Webpage](#):

1. *Notice of Intent to Sell*  
The current owner submits a written notice of intent to sell to the City's Housing Office.
2. *City Right of First Refusal*  
The City exercises its Right of First Refusal within 45 days and assigns the purchase opportunity to the highest-ranking, qualified applicant on the waitlist.
3. *Applicant Notification*  
All applicants on the waitlist are notified that a unit is available for purchase and interested applicants submit a full application.
4. *Application Review and Selection*  
Full applications must include all required financial documentation, employment verification, and a mortgage pre-approval from a qualified lender. Once reviewed, qualified applicants are considered in order of waitlist standing until a match is made.

In this case, however, the owner requests to sell the deed-restricted unit to a friend, which Council can consider, but is inconsistent with our process.

### **Analysis**

Given the deed-restrictions and property owners request, the City Council can exercise its ROFR and choose from the following options:

- A. Resell to the highest-ranking, qualified applicant on the waitlist consistent with standard resale processes;
- B. Resell or rent to a qualified City employee; or
- C. Honor the owner's request and resell to their friend.

Due to increasing demand for long-term affordable employee rental units as a result of the diminishing supply available in Park City, we recommend exercising the City's ROFR and retaining the Unit to increase the City's employee housing rental program.

For perspective, the City owns 48 employee rental units as follows:

- 9 family-size units (2- to 4-bedrooms),
- 2 tiny homes; and
- 37 studio units for Transit seasonal employees.
- The City's Transit Team also leases 24 beds for transit employees (2 dorm-style pods made up of 8 single and double rooms).

Only one family-size unit is vacant and Transit reports that all their units will be filled at the conclusion of seasonal hiring, a process that began in mid-July.

Currently, 41% of City employees reside within the Park City School District boundaries and much less residing within Park City limits. Ongoing rental rates and home prices

displace the vast majority of employees to outlying areas such as Heber, Kamas, the Salt Lake Valley, and beyond. Due to conversion of PT and seasonal positions to full time, Transit will have 12 new employees that will seek housing, far exceeding our available beds.

The owner's request that the City assign its ROFR to applicant #238 (formerly #245) on the waitlist, would bypass our standard process and upset higher-ranked applicants. This also contradicts the Housing Program's established process stated on the [Housing webpage](#)).

### **Funding**

We have approximately \$13 million in the Affordable Housing Fund for future housing developments, including Clark Ranch, Holiday Village and Parkside Apartments (HOPA), and Woodside Park Phase II.

### **Exhibits**

- Exhibit A Letter from Saunders & Saunders received on July 1, 2025
- Exhibit B Letter from Saunders & Saunders received on July 9, 2025
- Exhibit C MASTER DEED RESTRICTIONS AND AGREEMENT FOR SILVER MEADOWS ESTATES
- Exhibit D Maximum Resale Price calculation for 2013 Cooke Drive



Robert A. Saunders  
Partner

401 Main Street | 2<sup>nd</sup> Floor  
PO BOX 2023  
Park City, Utah 84060

Tel.: 435-901-2212  
robert@saunders-saunders.com

Park City Municipal Corporation  
Affordable Housing Program  
Attn: Rhoda Stauffer  
Email: rhoda.stauffer@parkcity.org

**Sent to wrong email address.  
rhonda.stauffer@parkcity.org  
Resent and received on July 1, 2025**

June 16, 2025

*Via Electronic Mail*

*Re: Joseph Michael Butterfield's Notice of Intent to Sell*

Dear Rhoda:

This firm represents Joseph Michael Butterfield. Please direct all future communication regarding the matters contained herein to this firm. Mr. Butterfield is the sole owner of that real property located at 2013 Cooke Dr., Park City, UT 84060, Summit County APN No. SME-9 (the "Property"). Mr. Butterfield understands this is a deed-restricted property pursuant to that certain Unit Rental, Resale and Use Deed Restriction Agreement recorded in the Official Records of Summit County, Utah, as Entry No. 00449080, Book 00947, Page 00647-00661 (the "Agreement").

Mr. Butterfield wishes to sell his property pursuant to the Agreement on the condition the City exercises its first option to purchase and assigns it to Michael Curran Brown who meets the definition of a Qualified Individual and is currently ranked on the List at 245.

If you wish to discuss this notice, please do not hesitate to contact me directly at (435) 901-2212.

Very Truly Yours,

SAUNDERS & SAUNDERS

Robert A. Saunders



SAUNDERS  
SAUNDERS  
ATTORNEYS AT LAW

**CERTIFIED MAIL®**

REGISTERED MAIL SERVICE



SALT LAKE CITY  
JUL 2025 PM 2 L  
RDC 99

7022 2410 0003 0558 5330



84080

U.S. POSTAGE PAID  
FCM LETTER, UT 84061  
PARK CITY, UT 84061  
JUL 08, 2025

**\$9.68**

S2324E502160-88

City Attorney, Margaret Plane  
Park City Municipal Corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah ~~84060~~ 84060

**RETURN RECEIPT  
REQUESTED**

94060-14800





Robert A. Saunders  
Partner

401 Main Street | 2<sup>nd</sup> Floor  
PO BOX 2023  
Park City, Utah 84060

Tel.: 435-901-2212  
robert@saunders-saunders.com

City Manager, Matt Dias  
Park City Municipal Corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 81611

City Attorney, Margaret Plane  
Park City Municipal Corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 81611

Silver Meadows Estates Homeowners Association  
132 South 600 East  
Salt Lake City, Utah 84102

July 7, 2025

*Via Certified Mail, Return Receipt Requested*

*Re: 2013 Cooke Drive, Park City, Utah 84060  
Joseph Michael Butterfield's Offer to Sell*

Dear whom it may concern:

This firm represents Joseph Michael Butterfield ("Mr. Butterfield"). Please direct all future communication regarding the matters contained herein to this firm. Mr. Butterfield is the sole owner of the certain real property located at 2013 Cooke Drive, Park City, Utah 84060, Summit County APN No. SME-9 (the "Property"). The Property is a deed-restricted property pursuant to the Unit Rental, Resale and Use Deed Restriction Agreement recorded in the Official Records of the Summit County Recorder's Office, as Entry No. 00449080, Book 947, Pages 647 - 661 (the "Agreement") and the Silver Meadows Estates Master Deed Agreement recorded in the Official Records of Summit County Recorder's Office, as Entry No. 00441895, Book 922, Pages 226 - 274 (the "Master Deed").

Pursuant to Section 2.1 of the Agreement and the Master Deed, Mr. Butterfield offers to sell the Property to Park City Municipal Corporation (the "City") at the "Maximum Sales Price" of \$286,225.92. As set forth in Section 3 of the Agreement, the Maximum Sales Price is calculated as

Matt Dias & Margaret Plane  
July 8, 2025  
Page 2

follows: \$120,000.00 plus an increase of three percent (3%) per annum from the date of purchase on February 28, 1996.

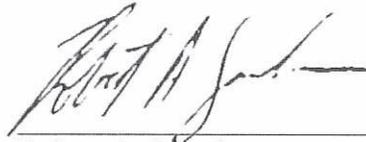
If the City fails to exercise its option to purchase the Property within 45 days of the date of this Notice (the "Offer Date"), Mr. Butterfield hereby elects to sell the Property to Michael Curran Brown who meets the definition of a Qualified Individual and is currently ranked on the List at 245 (the "Offer") pursuant to Section 2.3 of the Agreement.

If the City elects to exercise its option to purchase the Property, please response to this notice no later than the option expiration date.

If you wish to discuss this matter further, please do not hesitate to contact me directly at (435) 901-2212.

Very Truly Yours,

SAUNDERS & SAUNDERS

A handwritten signature in black ink, appearing to read "Robert A. Saunders", is written over a horizontal line.

Robert A. Saunders

# USPS Tracking<sup>®</sup>

FAQs >

Tracking Number:

Remove X

## 70222410000305585330

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was picked up at the post office at 9:33 am on July 9, 2025 in PARK CITY, UT 84060.

Get More Out of USPS Tracking:

USPS Tracking Plus<sup>®</sup>

### Delivered

Delivered, Individual Picked Up at Post Office

PARK CITY, UT 84060

July 9, 2025, 9:33 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus<sup>®</sup>



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

Recording Requested By And  
When Recorded, Return To:

00441895 Bx00922 Pg00226-00274

PARK CITY MUNICIPAL CORPORATION  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060-1480  
Attention: City Manager and City Attorney

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1995 NOV 06 15:18 PM FEE \$154.00 BY DMG  
REQUEST: FIRST AMERICAN TITLE CO UTAH

**MASTER DEED RESTRICTIONS AND AGREEMENT  
FOR SILVER MEADOWS ESTATES**

THIS MASTER DEED RESTRICTIONS (the "Agreement") is made and entered into as of the 1st day of November, 1995 (the "Effective Date"), by Silver Meadows Estates, L.C., a Utah limited liability company ("Estates"), and Silver Meadows Estates Development, L.C., a Utah limited liability company ("Development") (Estates and Development are hereinafter collectively called "Owner"), Park City Municipal Corporation ("City"), and Evergreene Management Group, a Utah corporation ("Manager") (Owner, City and Manager are hereinafter individually called the "Party" and collectively the "Parties"), on the basis of the following facts:

**W I T N E S S E T H:**

WHEREAS, Owner owns the real property currently known as Silver Meadows Estates, more accurately described in Exhibit "A" attached hereto and incorporated herein, which, when combined with all dwellings, appurtenances, improvements and fixtures associated therewith shall hereafter be referred to as the "Property" and each of units 1 through 49 within the Property shall hereafter be individually referred to as a "Unit" and collectively as the "Units," which Units are located on that certain Plat Map recorded in the Official Records of Summit County, Utah on 11/06, 1995, as Entry No. 433941 in Book 441893 at Page     .

WHEREAS, Estates owns Units 22, 23, 24, 27, 28, 29, 30, 32, 37, 38, 44, 45, 47, and 48 (the "Estates Units") which Estates intends to rent to "Qualified Individuals" (defined below) who are eligible tenants under Section 42 of the Internal Revenue Code of 1986, as amended ("Section 42");

WHEREAS, the Estates Units shall be subject to Section 42 during the compliance period as such term is defined in Section 42 (the "Section 42 Compliance Period"); and after the termination of the Section 42 Compliance Period, the Estates Units shall be subject to all of the same terms and conditions under this Agreement as shall apply to the other Units;

WHEREAS, Development owns all of the Units other than the Estates Units (the "Development Units") of which Development intends to (a) sell Units 1, 2, 5, 17, 19, 20, 25, 26, 31, 33, 34

and 46 to Alan D. Frandsen (the "Frandsen Units"); and (b) sell Units 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 21, 35, 36, 39, 40, 41, 42, 43 and 49 to Qualified Individuals (defined below);

WHEREAS, City has agreed to waive certain building and permit fees and to grant other rights in consideration for the covenants in this Agreement and all of the documents and amendments related thereto (collectively, the "Documents"); and

WHEREAS, as a condition of development approval, Owner agrees that upon the sale of each Unit, Owner shall have the transferee enter into separate Deed Restrictions for the benefit of City on the form attached as Exhibit "B" hereto.

#### A G R E E M E N T

NOW, THEREFORE, in consideration of the covenants set forth herein and other value received, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

#### 1 COVENANT TO RESTRICT SALES TO QUALIFIED INDIVIDUALS.

1.1 GENERAL. The sale of the Units shall be limited exclusively to purchasers who meet the definition of Qualified Individuals except that any of the Units may be sold to City, the Frandsen Units may be sold initially to Alan Frandsen and, notwithstanding anything in this Agreement to the contrary, the Estates Units may be sold in bulk to any entity that agrees to be bound by the terms of this Agreement. Any sale, assignment, encumbrance or other conveyance of any ownership interest in Owner or the owners of Owner shall not require City's consent or approval. In the event that no Qualified Individual is available to purchase a Unit on the terms and conditions in this Agreement, then Owner shall have the right to sell that Unit to a purchaser that is not a Qualified Individual.

1.2 Deed Restrictions. Owner shall cause Owner's initial successor-in-interest in each Unit (excluding lessees of the Estates Units under leases that do not exceed 24 months) to execute the Deed Restrictions attached as Exhibit "B" hereto for the benefit of City. At the time of any conveyance to a Qualified Individual or other transferee authorized hereunder, Owner shall execute an additional assignment of the Deed Restrictions required by the City pursuant to this Agreement in the form attached as Exhibit "C" hereto.

00441895 Bx00922 Ps00227

1.3 Invalid Conveyances. In the event the Property or Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property or Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to

this Agreement.

**2 SALE & OPTION TO PURCHASE.**

**2.1 Offer.** Subject to Section 1.1., in the event that an Owner desires to sell a Unit (or in the case of the Estates Units, any single Estates Unit) that selling Owner shall first offer the Unit to City (the "Option") at the "Maximum Sales Price" (defined below) by delivering a written notice of such offer to City. The date that the selling Owner delivers such a notice to City shall be the "Offer Date." The selling Owner shall simultaneously deliver a copy of that notice to Manager.

**2.2 Option to City.** City shall have 45 days after the Offer Date to exercise the Option by delivering to the selling Owner written notice of City's exercise of the Option. City shall use its best efforts to notify the selling Owner of whether City will exercise the Option as early as possible within that 45-day period. If City elects to exercise the Option, City shall finalize the acquisition of the Unit within 30-days after delivering notice of City's election to exercise the Option. If City does not deliver that notice to the selling Owner within that initial 45-day time period or close within 30 days after delivering that notice, City's Option shall automatically expire without the need for further notice or documentation.

**2.3 Sale to Qualified Individual.** Upon expiration of the Option, the selling Owner shall have the right, but not the obligation, to sell the Unit (or in the case of the Estates Units, any single Estates Unit) to the highest-ranking Qualified Individual on the list of Qualified Individuals (the "List") maintained by Manager. In order to be placed on the List, a Qualified Individual must deliver to Manager written evidence of being adequately pre-qualified for financing the purchase of a Unit. If there is no Qualified Individual on the List, the selling Owner shall have the right to sell the Unit to any other Qualified Individual.

The Qualified Individuals shall be ranked on the List according to the following criteria: (1) the amount of the purchase price that the Qualified Individual is willing and able to pay, which amount shall not exceed the Maximum Sales Price; (2) the speed with which the Qualified Individual is willing and able to close the transaction; and (3) the time that the Qualified Individual applied to be placed on the List with the first applicant receiving more points than the second applicant and so on.

For example, suppose that there are four Qualified Individuals on the List when a Unit comes available for sale: Qualified Individual A will pay \$120,000 and close in 30 days; Qualified Individual B will pay \$115,000 and close in 15 days; Qualified Individual C will pay \$120,000 and close in 60 days; and Qualified Individual D will pay \$120,000 and close in 30 days.

00441895 Bx00922 Pg00228

In the initial round of analysis, based upon price, Qualified Individuals A, C and D tie for first place because they all have the same and highest price. Qualified Individual B is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the next round of analysis relative to the remaining Qualified Individuals A, C, and D, Qualified Individuals A and D tie for first place because they each will close in 30 days. Qualified Individual C is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the final round of analysis relative to the remaining Qualified Individuals A and D, Qualified Individual A is given first place because Qualified Individual A was placed on the List before Qualified Individual D. Qualified Individual D is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available.

**2.4 Sale to Non-Qualified Individual.** If, after using best efforts to sell the Unit (or in the case of the Estates Units, any single Estates Unit) to a Qualified Individual, a Qualified Individual does not purchase the Unit within 120 days following the Offer Date, the selling Owner shall have the right to sell the Unit to any buyer that is eligible under applicable laws at the Maximum Sales Price or below.

**2.5 List.** Manager shall maintain at Manager's office the List which shall record the Qualified Individuals in the order of the dates on which they applied to be placed on the List. The List shall be available for review by City, the public and Owner during regular business hours. Commencing January 1, 1996, Manager shall deliver an updated copy of the List to City on a quarterly basis and upon any other request of the City. Manager shall notify City in writing at any time that there are fewer than 24 Qualified Individuals on the List.

**2.6 Miscellaneous.** Notwithstanding anything in the Documents to the contrary, City shall not exercise the Option in connection with (a) the first sale of any Unit by Owner; or (b) any rental of any Unit for a term of less than 2 years. Nothing in this Agreement shall be interpreted to force a selling Owner to sell a Unit against that selling Owner's will. The selling Owner shall have the right to list a Unit for sale at or below the Maximum Sales Price with any licensed broker. The selling Owner shall have the right to obtain back-up offers to purchase a Unit so long as those back-up offers are conditioned upon satisfaction of the other rights and obligations of the Parties under this Agreement.

00441895 Bk00922 Pg00229

**3 MAXIMUM SALES PRICE.** In no event shall a Unit be sold for an amount in excess of the "Maximum Sales Price" which shall constitute \$120,000, or the actual purchase price, whichever is less, plus an increase of three percent of such price per year from the date of purchase to the date of Owner's notice to City of Owner's intent to sell (prorated at the rate of 0.25 percent for each whole month for any part of a year).

**3.1 Breach Freezes Appreciation.** Upon the occurrence of an "Event of Default" (defined below), the Maximum Sales Price of the Property or Unit in default shall, upon the date of such breach as determined by City, automatically cease to increase as set out in this Agreement for the Property or Unit in default, and shall remain fixed until the date such Event of Default is cured.

**3.2 No Guaranty.** NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY CITY THAT ON SALE OWNER SHALL OBTAIN THE MAXIMUM SALES PRICE.

**3.3 Permitted Capital Improvements.**

**3.3.1 General.** For the purpose of determining the Maximum Sales Price, Owner may add to the amount specified in Paragraph 3 above, the cost of Permitted Capital Improvements (as defined in Exhibit "D") in a total amount not to exceed \$12,000 (as increased by the "Consumer Price Index" [defined in Section 4.2 below] each year). In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "D" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the Unit shall qualify. However, the allowance permitted by this Paragraph is a fixed amount, which shall be calculated on a cumulative basis applicable to Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this Paragraph.

**3.3.2 Exclusions.** Permitted Capital Improvements shall not include any changes or additions to the Property or Unit made by Owner during construction or thereafter, except in accordance with Paragraph 3.3.1 above. Permitted Capital Improvements shall be included in City's listed purchase price, even if made or installed during original construction.

**3.3.3 Qualification.** In order to qualify an improvement as a Permitted Capital Improvement, Owner must furnish to City the following information with respect to the improvements which Owner seeks to include in the calculation of Maximum Sales Price:

**3.3.3.1** Original or duplicate receipts to verify the actual costs expended by Owner for the Permitted Capital Improvements;

**3.3.3.2** Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and

**3.3.3.3** True and correct copies of any building permit or certificate of occupancy requires to be issued by the Park City Building Department with respect to the Permitted Capital Improvements.

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**3.3.4 Out-Of-Pocket Costs.** In calculating the costs under Paragraph 3.3.1 through 3.3.3, only the Owner's actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner's profit, "sweat equity", or to any appreciation in the value of the improvements.

**3.4 Inducements to Sell Prohibited.** Owner shall not permit any prospective buyer to assume any or all of Owner's customary closing costs nor accept any other consideration which would cause an increase in Owner's return on the sale so as to induce Owner to sell to such prospective buyer.

#### **4 RENTAL.**

##### **4.1 Rental Rates.**

**4.1.1 Estates Units.** Rental rates and components (including statutory utility allowances) for the Estates Units (regardless of whether those Units have 2 or 3 bedrooms) may not exceed (a) the statutory income limitations applicable to each of the Estates Units (as set forth below) all as regulated by Section 42, or, (b) if a lesser amount, the rate of \$825 per month adjusted on January 1 of each year by the Consumer Price Index using a base year of 1995. The income limitations applicable to the Estates Units under Section 42 are as follows: (i) the rental rate for 3 of the Estates Units shall not exceed 30 percent of 35 percent of the "median income" as defined in Section 42; (ii) the rental rate for 5 of the Estates Units shall not exceed 30 percent of 50 percent of the median income; and (iii) the rental rate for 6 of the Estates Units shall not exceed 30 percent of 59 percent of the median income.

**4.1.2 Other Units.** Rental rates and components (including homeowner association fees and other non-discretionary charges but excepting utilities and actual costs of cable television to the Units) for all Units (regardless of whether those Units have 2 or 3 bedrooms), other than the Estates Units, shall not exceed the rate of \$825 per month adjusted on January 1 of each year by the Consumer Price Index using a base year of 1995. Except with respect to the Estates Units or in the event that Owner uses best efforts to rent to a Qualified Individual and no Qualified Individual is available as contemplated in Section 4.3, any rents paid by tenants that are not Qualified Individuals shall be placed into an escrow approved by City pending determination of the disposition of those rents in accordance with applicable laws. Qualified Individual tenants are intended to be third party beneficiaries of this Section 4.1.

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**4.2 Consumer Price Index.** The "Consumer Price Index" shall mean the increase that is the greater of the Department of Labor and Commerce, Bureau of Labor Statistics Consumer Price Index, All Urban for the Salt Lake Metropolitan areas or, if available, for the Department of Labor and Commerce, Bureau of Labor Statistics Consumer Price Index, All Urban, for

Summit County, Utah (the "Consumer Price Index"). The Consumer Price Index shall be deemed to have a base year of 1995.

**4.3 Qualified Individuals.** To the extent that Owner rents any Units, Owner shall utilize reasonable efforts, including giving City and Manager reasonable written notice of vacancies, to give preference to Qualified Individuals whenever possible, so long as (1) the Qualified Individuals meet all the standard income, background, employment and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (2) giving such priority does not violate any applicable laws. Owner will not knowingly allow any tenant to sublease, assign or otherwise convey any interest in any lease to a person that is not a Qualified Individual until after best efforts have been used to lease to a Qualified Individual. In the event that Owner uses best efforts to rent to a Qualified Individual and no Qualified Individual is available, Owner shall have the right to rent to any other tenant that is eligible under applicable laws.

"Qualified Individuals" means individuals (whether or not related) and families who have either been (i) a resident of City for the prior 24 months; (ii) a full-time regular employee, of the Park City School District, Park City Fire District, Snyderville Basin Sewer Improvement District, or Park City Municipal Corporation; (iii) a full-time regular employee (with a minimum of 30 hours of employment per week) of a business or businesses within City limits; (iv) an owner or owner's representative of a business within City limits; or (v) for the Estates Units only, a renter who is a qualified tenant under Section 42 as administered by the Utah Housing Finance Agency. Nothing in subsection (v) immediately above shall limit Owner's obligation to utilize reasonable efforts to give priority in the rentals and sales contemplated under this Agreement to individuals and families that meet the other standards under subsections (i) through (iv) immediately above, to the extent that such priority is lawful under applicable laws.

**4.4 Compliance and Non-Discrimination.** At all times, Owner shall comply with all applicable federal and state housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color, and shall operate and manage the Property in a consistent and uniform manner. This Agreement is not intended to confer rights on third parties, nor to conflict in any manner with Section 42. In the event of any conflict between the regulations under Section 42, including the eligibility processing described in HUD Handbook Section 4350.3, and this Agreement, the regulations under Section 42 shall govern. Notwithstanding anything in this Agreement to the contrary, during the Section 42 Compliance Period none of the Estates Units shall be designated for employees of a particular employer including City.

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**4.5 Records.** Owner shall prepare and keep on file for review by City all records required to be maintained by either

the Utah Housing Finance Agency and/or the Internal Revenue Service pertaining to the rent restrictions and other occupancy covenants herein. Owner shall deliver to City at least annually, and as otherwise reasonably requested by City, periodic reports and certifications respecting the ownership and occupancy of the Units owned by Owner.

**4.6 Sharing Occupancy.** The requirements of this Agreement shall not preclude owner from sharing occupancy of a Unit with non-occupants on a rental basis. Owner shall require all tenants and occupants to abide by this Agreement.

**4.7 Miscellaneous.** Owner shall not rent a Unit for nightly rental.

**5 SECURED OBLIGATIONS.** All provisions in this Section 5 are subject to Section 1.1.

**5.1 Definitions.**

**5.1.1 Secured Equity.** The "Secured Equity" shall mean only the equity and capital contributions to Owner and Owner's successors and assigns by Zions First National Bank and its successors and assigns ("Zions Bank") relative to the Estates Units in an aggregate amount not to exceed \$85,700 for each Estates Unit. The Secured Equity shall exist only during the Section 42 Compliance Period plus two years. That time period may be extended so long as Zions Bank is making a reasonable effort to cause the Estates Units to be sold or to withdraw from or convey its equity interest in the Estates Units.

**5.1.2 Secured Debt.** The "Secured Debt" shall mean only the following debt and only to the extent that the aggregate amount of such debt and the Secured Equity does not exceed 95 percent of the Maximum Sales Price for each Unit affected: (a) all encumbrances currently recorded against the Property for the benefit of Zions Bank; (b) all purchase money financing for each Unit; and (c) all advances, refinances, modifications, extensions, permanent loans (including permanent loans to Owner encumbering Property made by lenders other than Zions Bank), other encumbrances associated therewith regardless of when arising, assignments, conveyances, encumbrances, syndications and other transfers of any of the foregoing.

**5.1.3 Secured Obligations.** The "Secured Obligations" shall mean the Secured Equity and the Secured Debt. The holder of a Secured Obligation or its successor or assign is hereinafter called the "Secured Obligation Holder."

**5.2 Priority.** The Documents are hereby and shall be senior in priority to the Secured Obligations in place as of the date that this Agreement is recorded against the Property. Owner shall provide City with a subordination agreement in the form attached as Exhibit "E" hereto whereby Zions Bank agrees to subordinate its encumbrance to the Documents. Notwithstanding

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anything in this Agreement to the contrary, City shall not take any actions or exercise any remedies under this Agreement, at law, in equity or otherwise without the consent of the Secured Obligation Holder to the extent that such actions or remedies shall have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder. Secured Obligation Holder acknowledges by its subordination and/or its future advances, City's valid and continuing interest in maintaining the ownership and occupancy criteria of all Units.

**5.3 Cross-Default.** Any uncured default under the Secured Obligation documents shall constitute an "Event of Default" (defined below) under this Agreement. A breach of the Secured Obligation documents by a particular Owner (the "Debt Defaulting Owner") or Unit (the "Debt Defaulting Unit") shall not constitute a breach by any other Owner of any other Unit.

**5.4 City's Notice and Rights.** This Agreement shall constitute a request for notice recorded in the Official Records of Summit County entitling the City to receive statutory notices of any default on a Debt Defaulting Unit. City shall have the right to record a separate request for statutory notices.

The Debt Defaulting Owner must notify City, in writing, of any notice of past due payments or default in payment or other obligations due or to be performed under any debt secured by the Debt Defaulting Unit within five calendar days following the Debt Defaulting Owner's receipt of such notice of default. Upon City's receipt of such notice of default and if such default is not cured within the time periods contemplated under the applicable documents, City shall have the right, but not the obligation, to take and/or require the following actions:

**5.4.1 Loan Services.** City may offer loan counseling or distressed loan services to the Debt Defaulting Owner, if any of these services are available.

**5.4.2 City Cure and Lien.** City shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Debt Defaulting Owner shall be personally liable to City, and hereby authorizes City to lien the Debt Defaulting Unit, for past due payments made by City together with interest thereon at the rate of one percent per month and all actual expenses of City reasonably incurred in curing the default. For purposes of this Section 5.4.2, during the Section 42 Compliance Period, the Estates Units shall be treated as one Debt Defaulting Unit. At City's request, the Debt Defaulting Owner shall execute a promissory note and deed of trust encumbering the Debt Defaulting Unit in favor of the City for the above amounts expended by City, including security for future advances made for such purposes. Any such note or deed of trust shall be subject to this Agreement and subordinate to the Secured Obligations. The Debt Defaulting Owner may cure the default and satisfy its obligation to City under this Paragraph

at any time prior to a sale to a Qualified Individual. Otherwise, City may record a lien on the Debt Defaulting Unit to evidence such indebtedness, which together with interest thereon, which may be foreclosed in the same manner as any other deed of trust subject to the consent of the Secured Obligation Holder.

**5.4.3 Purchase Option.** With the consent of the Secured Obligation Holder, City may exercise the Option in Section 2 above. The date on which City receives notice of a default under Section 5.4 shall constitute the Offer Date.

**5.4.4 Mandatory Sale.** With the consent of the Secured Obligation Holder, City may require the Debt Defaulting Owner to offer to sell the Debt Defaulting Unit to a Qualified Individual to avoid the commencement or completion of any foreclosure proceeding against the Debt Defaulting Unit. Any buyer of the Debt Defaulting Unit shall take ownership of that Unit subject to the Secured Obligations. In the event of the Debt Defaulting Owner fails to cure the default in question within the time period afforded by the Secured Obligation documents and City reasonably determines that sale of the Debt Defaulting Unit is necessary, City shall so inform the Debt Defaulting Owner in writing. Notwithstanding anything in this Agreement to the contrary, this Section 5.4.4 shall not be applicable to the Estates Units during the Section 42 Compliance Period.

**6 NO ADDITIONAL DENSITY.** In no event shall Owner create an additional dwelling unit, as defined in the Park City Land Management Code, in or on the Property.

**7 NO CITY GUARANTY.** Nothing herein shall be construed to require City to protect or indemnify Owner against any losses attributable to the rental, including (not by way of limitation) non-payment of rent or damage to the Property; nor to require City to obtain a Qualified Individual for Owner in the event that none is found by Owner.

**8 REPAIR AND MAINTENANCE.** Owner covenants, agrees and warrants that each Unit is and will remain in good condition and fit and suitable for occupancy. Owner shall cause each Unit to be maintained and operated, in a first-class fashion, at all times, in strict compliance with the terms of this Agreement, the covenants, conditions and restrictions associated with the Property and other applicable laws including City building and zoning codes. If any Unit, or part thereof, shall be damaged or destroyed, Owner will use its best efforts to repair and restore the Unit to substantially the same condition as existed prior to the event causing such damage or destruction and thereafter to operate the Unit in accordance with the terms of this Agreement.

**9 TERM OF AGREEMENT.** The term of this Agreement shall commence as of the date first set forth above and shall continue in full force and effect in perpetuity. In the event that for any reason the term of this Agreement shall not continue in perpetuity, the term shall continue in full force and effect

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until the date that corresponds to the life in being of the last surviving student of the 1995 graduating class of McPolin Elementary School, Park City, Utah, plus 21 years. Owner hereby waives any defenses, rights or remedies that it might otherwise assert against City in connection with the following:

9.1 The application of the rule against perpetuities to the Documents; Owner agrees that the Documents shall be enforceable against Owner notwithstanding any application of the rule against perpetuities;

9.2 Any claim that the covenants in the Documents recorded against the Property are not real covenants running with the land; and

9.3 Any claim that the covenants in the Documents recorded against the Property are not at least equitable servitudes intended to run with the land.

This waiver shall be binding upon and inure to the benefit of the successors and assigns of Owner and the City.

10 **RIGHT TO INSPECT.** In the event that City has reasonable cause to believe Owner is violating the provisions of the Documents, City, by its authorized representative, may inspect the Property or Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with no less than 24-hours' prior written notice. Nothing in this Agreement shall limit City's police powers.

11 **DEFAULT.**

11.1 **Event of Default.** An "Event of Default" shall occur under the Documents where a Party fails to perform any of its obligations under the documents within 30 days following that defaulting Party's receipt of notice of such default. Notwithstanding the foregoing, if the default cannot be reasonably cured within the 30-day period, the defaulting Party shall not be in default so long as the defaulting Party commences to cure the default within that 30-day period and diligently continues such cure with good faith until complete.

11.2 **Defaulting Owner and Unit.** Any specific Owner who is threatening to commit or actually commits an Event of Default is herein called a "Defaulting Owner." The Unit owned by a Defaulting Owner is herein called the "Defaulting Unit."

12 **REMEDIES.** Subject to the provisions of Section 12.6 below, upon the occurrence of an Event of Default the non-defaulting Party may exercise all rights and remedies available at law and in equity. Those rights and remedies shall be cumulative. All costs, including attorney's fees, incurred by the non-defaulting Party in exercising its remedies shall be an additional award to the non-defaulting Party. Furthermore, upon the occurrence of an Event of Default by a Defaulting Owner, and

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subject to the provisions of Section 12.6 below, City may resort to any or all of the following remedies to enforce against the Property, or cause the Defaulting Owner to comply with, the covenants and restrictions herein: (i) monetary damages; (ii) punitive damages; and (iii) the following additional remedies:

**12.1 Substitute Performance.** If any Defaulting Owner defaults under any obligation associated with a Defaulting Unit, City shall have the right to perform that obligation on behalf of that Defaulting Owner. That Defaulting Owner shall reimburse City for any costs incurred by City in performing such obligations. If the Defaulting Owner fails to reimburse City for those costs, City shall have the right to place a lien on the Defaulting Unit for the amount of such reimbursement and associated damages. Subject to the consent of the Secured Obligation Holder, City may execute on any judgement and foreclose on any lien against a Defaulting Unit or Defaulting Owner.

**12.2 Power of Reverter; Revocation of Unauthorized Conveyance; Power of Sale and Unlawful Detainer.** Subject to the consent of the Secured Obligation Holder, if the Defaulting Unit has been sold, assigned or leased to a buyer, assignee, lessee or other transferee in violation of this Agreement (an "Unauthorized Conveyance") City may revoke that Unauthorized Conveyance by exercising the power of reverter and sale, eviction or other lawful means and take possession and ownership of the Defaulting Unit by delivering to the Defaulting Owner a written declaration of default and demand for reverter, sale, eviction or otherwise. Subject to the consent of the Secured Obligation Holder, City shall have the right to sell the Defaulting Unit (if the Unauthorized Conveyance is a sale) or evict a tenant (if the Unauthorized Conveyance is a lease) in accordance with applicable laws governing deeds of trust with powers of reverter, sale and/or unlawful detainer. Subject to the consent of the Secured Obligation Holder, City shall have the right to act as its own trustee or to appoint an independent trustee to process the foreclosure, reverter, sale and/or unlawful detainer. Subject to the consent of the Secured Obligation Holder, City shall have the right to appoint a receiver for the purpose of renting the Defaulting Unit to a Qualified Individual pending the sale of the Defaulting Unit on the other terms hereunder.

**12.3 Injunctive Relief.** City shall be entitled to specific performance of, and injunctive and other equitable relief against, the Defaulting Owner.

**12.4 Lien.** City shall be entitled to place a lien and security interest upon all of the Defaulting Owner's right, title and interest in and to the Defaulting Unit subject to this Agreement and subordinate to the Secured Obligations. With the consent of the Secured Obligation Holder, City may exercise all rights and remedies available at law and in equity relative to that lien including the right to foreclose upon that lien. For purposes of this Section 12.4, during the Section 42 Compliance

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Period, the Estates Units shall be treated as one Debt Defaulting Unit.

12.5 Other. Subject to the consent of the Secured Obligation Holder, City shall be entitled to enforce performance of any obligations secured hereby and to exercise all rights and powers under the Documents or any laws now or hereafter in force, notwithstanding that some or all of said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Subject to the limitations in the Documents and the consent of the Secured Obligation Holder, neither the acceptance of this Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect City's right to realize upon or enforce any other security now or hereafter held by City, it being agreed that City shall be entitled to enforce this Agreement and any other security now or hereafter held by City in such order and manner as City may, in its absolute discretion, determine. No remedy conferred upon or reserved to City by the Documents is intended to be exclusive of any other remedy, but each shall be cumulative and shall be in addition to every other remedy given by the Documents or now or hereafter existing at law, in equity or by statute. Every power or remedy given by the Documents to City or to which City may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by City; and City may pursue inconsistent remedies.

12.6 Consent of Secured Obligation Holder. Notwithstanding anything in the Documents to the contrary, City shall not exercise any rights or remedies or take any other actions under any Documents (including execution on any judgement against the Defaulting Owner or the Defaulting Unit) without the consent of the Secured Obligation Holder to the extent that the exercise of those rights, remedies or actions may have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder. The Secured Obligation Holder shall consent to actions by City under this Agreement so long as (a) City covenants in writing to pay or assume all amounts due under the Secured Obligations and the rights of the Secured Obligation Holder as limited by Section 5.1 above, (b) no action has been filed by or against City for insolvency, bankruptcy or reorganization for financial insolvency purposes and (c) those actions do not have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder. 00441895 Bx00922 Pg00238

12.7 Rights of Interested Parties to Cure. At the time that City sends any notice of default to a Defaulting Owner hereunder, City shall send a written copy of that same notice to (a) the Secured Obligation Holder encumbering the Property in question, (b) Estates so long as Estates is an Owner, (c) Manager and (d) the Silver Meadows Estates Homeowners Association (the "Association") (Secured Obligation Holder, Estates, Manager and

Association are hereinafter collectively, the "Interested Parties"), at the addresses that the Interested Parties shall supply to City from time to time or as recorded in the official records of Summit County, Utah. Each Interested Party shall give City written notice of any change in its address. Subject to the consent of the Secured Obligation Holder, the Interested Parties shall have the right, but not the obligation, to cure any default indicated in such notice within the same time period as granted to the Defaulting Owner hereunder, which time period shall commence for each Interested Party as of the date that such Interested Party receives notice of the default in question. City shall not exercise any remedies under the Documents until after the Interested Parties have failed to cure the default in question within the applicable time period. Nevertheless, subject to the consent of the Secured Obligation Holder, City shall have the right to take the actions necessary to preserve its rights and remedies pending any cure by the Interested Parties contemplated herein. Nothing in this provision shall be deemed to create any obligation on the part to the Interested Parties to cure any default hereunder.

**13 LIMITATIONS ON LIABILITY.**

**13.1 Discontinuance of Liability Following Conveyance.** Following the recording of a warranty deed conveying a Unit to a purchaser authorized under the Documents, the transferor of that Unit shall have no further liability under the Documents respecting that Unit, except to the extent caused by the negligence or intentional misconduct of that transferor or the failure of that transferor to have the purchaser execute the Deed Restrictions attached as Exhibit "B" hereto.

**13.2 Severable Obligations and Liabilities.** The Parties understand that many of the Units will eventually be owned by different individuals and entities. The Owner of a particular Unit, and that Unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under the Documents associated with any other Unit or Owner of any other Unit.

**13.3 Non-Recourse.** Owner's owners, directors, officers, employees, agents, and contractors shall have no personal, deficiency or recourse liability under the Documents. Owner's liability under the Documents shall be limited solely to Owner's interests in the Units and the proceeds therefrom, except in the following circumstances:

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**13.3.1 Failure of Deed Restrictions.** Owner's failure to have the initial purchaser of Owner's Unit execute and deliver to City the Deed Restrictions in the form of Exhibit "B" hereto and/or Owner's failure to execute and deliver to City the Assignment of Deed Restrictions in the form of Exhibit "C" hereto.

**13.3.2 Waste.** Any waste which is caused by

the gross negligence or intentional misconduct of Owner on or in connection with the Property;

13.3.3 Fraud and Misrepresentation. Any fraud or material misrepresentation by Owner in connection with the Property or the Documents; and/or

13.3.4 Gross Negligence. Any cost or liability incurred by City which is the result of the gross negligence or intentional misconduct of Owner.

13.4 Personal Responsibilities. Notwithstanding anything herein to the contrary, Peter S. Cooke, Mark B. Cohen and Helen Kessler shall also be personally liable for Owner's failure to have the initial purchaser of Owner's Unit execute and deliver to City the Deed Restrictions in the form of Exhibit "B" hereto and/or Owner's failure to execute and deliver to City the Assignment of Deed Restrictions in the form of Exhibit "C" hereto.

14 NOTICES. Any notice, consent or approval which is required herein shall be in writing and given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the Party as long as prior written notice of the change of address has been given to the other Parties.

Any notice by any Party shall also be delivered simultaneously to Association and to Zions Bank so long as Zions Bank is a Secured Obligation Holder. Said notices, consents and approvals shall be sent to the Parties at the following addresses unless notified in writing:

To Owner: Silver Meadows Estates, L.C.  
Silver Meadows Estates Development, L.C.  
132 South 600 East  
Salt Lake City, Utah 84102

To City: City Manager and City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 81611

To Association: Silver Meadows Estates Homeowners  
Association 00441895 Bk00922 Pg00240  
132 South 600 East  
Salt Lake City, Utah 84102

To Manager: Evergreene Management Group  
132 South 600 East  
Salt Lake City, Utah 84102

To Zions Bank: Zions First National Bank  
Investment Department

13th Floor Kennecott Building  
Salt Lake City, Utah 84133  
Attention: Rick D. Burtenshaw

With Copies To: Callister, Nebeker & McCullough  
Suite 900 Kennecott Building  
Salt Lake City, Utah 84133  
Attention: John H. Rees

The Parties shall promptly deliver to each other written notice of any change in their respective addresses.

15 **EXHIBITS.** All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

16 **SEVERABILITY.** Whenever possible, each provision of the Documents shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such Document.

17 **ATTORNEYS' FEES.** If any Party shall take or defend against any action for any relief against another Party arising out of the Documents, the prevailing Party in such action or defense shall be entitled to be reimbursed by the losing Party for all costs including, but not limited to, attorneys' fees and court costs, incurred by the prevailing Party in such action or defense and/or enforcing any judgement granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgement. Any judgement or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgement. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgement motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation.

Attorneys' fees incurred in enforcing any judgement in a legal action pursuant to this Paragraph are recoverable as a separate item. This entitlement to post-judgement attorneys' fees is intended to be severable from the other provisions of this document, and to survive any judgement, and is not deemed merged into the judgement.

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18 **CONSENTS.** No consent, approval or authorization under the Documents shall be unreasonably withheld, conditioned or delayed; provided however, that notwithstanding anything under the Documents to the contrary, any consent, approval, authorization required or the determination of any material adverse impact or affect required under the Documents from Zions

Bank as a Secured Obligation Holder on the Estates Units shall be requested and given or withheld in advance, in writing, in the sole discretion of Zions Bank.

19 **CHOICE OF LAW.** The Documents shall be governed and construed in accordance with the laws of the State of Utah.

20 **SUCCESSORS.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the Parties.

21 **PARAGRAPH HEADINGS.** Paragraph or section headings within the Documents are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

22 **WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of the Documents shall be valid against any Party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

23 **GENDER AND NUMBER.** Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

24 **MODIFICATIONS.** The Parties agree that any modifications of the Documents shall be effective only when made by writings signed by the Parties and recorded with the Clerk and Recorder of Summit County, Utah, if the Documents being amended have been so recorded.

25 **RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.**

25.1 **Recordation.** Upon execution and delivery by Owner and City, Owner shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

25.2 **Covenants Run With Land.** Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Property, that this Agreement and the covenants, restrictions and equitable servitudes set forth in this Agreement regulating and restricting the rents, use, occupancy and transfer of the Property (a) shall be and are covenants running with the

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land and improvements, and encumbering the Property for the term of this Agreement, binding upon Owner, its grantees, successors and assigns and the grantees and successors and assigns of them, or any of them, (b) are not merely personal covenants of Owner or City, (c) shall bind Owner (and the benefits shall inure to City) and their respective successors and assigns, and (d) are intended to run with the land and improvements associated with the Property and be equitable servitudes.

**26 INTEGRATION.** The Documents and exhibits thereto constitute the entire agreement between the Parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

OWNER:

Silver Meadows Estates, L.C.,  
a Utah limited liability company

By: Silver Meadows Estates Development, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
a Utah corporation, Managing Member

By: \_\_\_\_\_  
Peter S. Cooke, President

Silver Meadows Estates Development, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
a Utah corporation, Managing Member

By: \_\_\_\_\_  
Peter S. Cooke, President

MANAGER

Evergreene Management Group,  
a Utah corporation

By: \_\_\_\_\_  
Helen Kessler, President

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land and improvements, and encumbering the Property for the term of this Agreement, binding upon Owner, its grantees, successors and assigns and the grantees and successors and assigns of them, or any of them, (b) are not merely personal covenants of Owner or City, (c) shall bind Owner (and the benefits shall inure to City) and their respective successors and assigns, and (d) are intended to run with the land and improvements associated with the Property and be equitable servitudes.

26 **INTEGRATION.** The Documents and exhibits thereto constitute the entire agreement between the Parties with respect to the matters set forth herein.

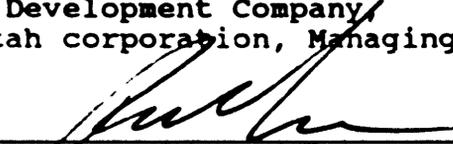
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

OWNER:

Silver Meadows Estates, L.C.,  
a Utah limited liability company

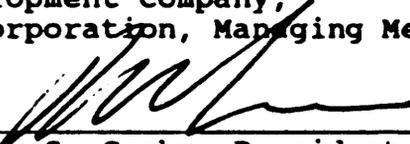
By: Silver Meadows Estates Development, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
a Utah corporation, Managing Member

By:   
Peter S. Cooke, President

Silver Meadows Estates Development, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
a Utah corporation, Managing Member

By:   
Peter S. Cooke, President

MANAGER

Evergreene Management Group,  
a Utah corporation

By:   
Helen Kessler, President

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As to individual agreement with, and liability under, Section 13.4 only:

*Peter S. Cooke*  
Peter S. Cooke

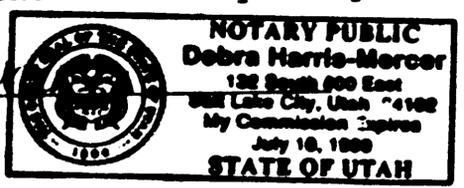
*Mark B. Cohen*  
Mark B. Cohen

*Helen Kessler*  
Helen Kessler

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 1st day of November 1975 personally appeared before me, Peter S. Cooke, who after having been sworn upon oath, duly acknowledged that he is the President of PSC Development Company, as managing member of Silver Meadows Estates Development, L.C., as a managing member of Silver Meadows Estates, L.C., a Utah limited liability company, and as such has the power to appear on behalf of said corporation, and acting in such capacity executed the foregoing document on the day and year aforementioned.

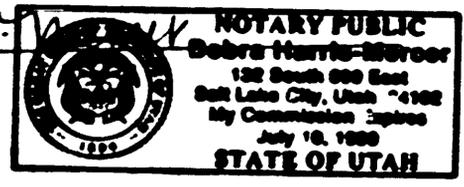
*Debra Harris-Mercer*  
Notary Public



STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss. 00441895 Bx00922 Pa00245

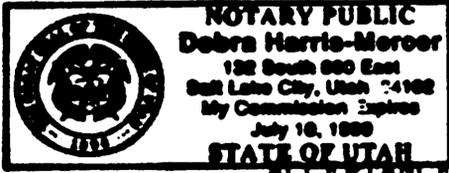
On the 1st day of November 1975 personally appeared before me, Helen Kessler, who after having been sworn upon oath, duly acknowledged that she is the President of Evergreene Management Group and as such has the power to appear on behalf of said corporation, and acting in such capacity executed the foregoing document on the day and year aforementioned.

*Debra Harris-Mercer*  
Notary Public



STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) SS.

On the 1st day of November 1995 personally appeared before me, Mark B. Cohen, who executed the foregoing document on the day and year aforementioned.



Debra Harris-Mercer  
Notary Public

**ACCEPTANCE BY THE PARK CITY MUNICIPAL CORPORATION**

The foregoing Master Deed Restrictions are hereby adopted and declared by the Park City Municipal Corporation.

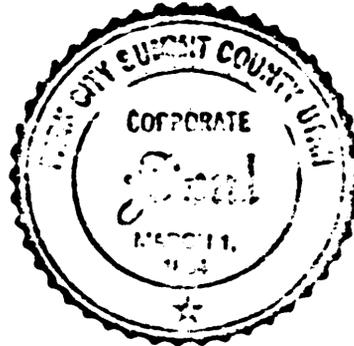
PARK CITY MUNICIPAL CORPORATION

By: John R  
Print Name: TOBY ROSS  
Title: City Manager

Approved as to form

Jodi S. Hoffman  
JODI S. HOFFMAN, CITY ATTORNEY

Attest:  
Anita Sheldon  
ANITA SHELDON, CITY RECORDER



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**EXHIBIT "A" TO AGREEMENT**

**Legal Description**

All Lots 1 through 49 inclusive, Silver Meadows Estates,  
according to the official plat thereof, as recorded in the office  
of the Summit County Recorder.

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**EXHIBIT "B" TO AGREEMENT**

**DEED RESTRICTIONS**

When Recorded, Return To:

PARK CITY MUNICIPAL CORPORATION  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060-1480  
Attention: City Manager and City Attorney

**UNIT RENTAL, RESALE AND USE DEED RESTRICTION AGREEMENT**

THIS UNIT RENTAL, RESALE AND USE DEED RESTRICTION AGREEMENT,  
(the "Agreement") is made and entered into this \_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_

("Seller"), \_\_\_\_\_ ("Owner"),  
\_\_\_\_\_ ("Manager") for the  
benefit of Park City Municipal Corporation ("City") (Seller,  
Buyer, Manager and City are hereinafter individually called the  
"Party" and collectively the "Parties"), on the basis of the  
following facts:

**W I T N E S S E T H**

WHEREAS, Seller has or shall transfer to Owner certain real  
property and improvements currently consisting of a portion of  
Silver Meadows Estates, more accurately described as \_\_\_\_\_

\_\_\_\_\_, Park City, Utah, and further described  
on Schedule 1 attached hereto and incorporated herein (the  
"Unit"); and

WHEREAS, the Unit is subject to that certain Master Deed  
Restrictions and Agreement for Silver Meadows Estates dated as of  
November 1, 1995, among Silver Meadows Estates, L.C., a Utah  
limited liability company, Silver Meadows Estates Development,  
L.C., a Utah limited liability company, Evergreene Management  
Group, a Utah corporation ("Manager") and City recorded in the  
Official Records of Summit County, Utah, as Entry No. \_\_, at Book  
\_\_\_\_, Page \_\_\_\_\_ (the "Master Restrictions"); and

WHEREAS, City has agreed to waive certain building and  
permit fees and to grant other rights in consideration for the  
covenants in this Agreement and all of the documents and  
amendments related thereto (collectively, the "Documents").

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## A G R E E M E N T

NOW, THEREFORE, in consideration of the covenants set forth herein and other value received, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

### 1 COVENANT TO RESTRICT SALES TO QUALIFIED INDIVIDUALS.

1.1 GENERAL. The sale of the Unit shall be limited exclusively to purchasers who meet the definition of "Qualified Individuals" (defined below). In the event that no Qualified Individual is available to purchase a Unit on the terms and conditions in this Agreement, then Owner shall have the right to sell that Unit to a purchaser that is not a Qualified Individual.

1.2 Deed Restrictions. Seller hereby assigns to City, and City hereby accepts, all of Seller's rights and interests under this Agreement. Seller shall execute any additional assignment of this Agreement required by the City in the form attached as Exhibit "C" to the Master Restrictions.

1.3 Invalid Conveyances. In the event the Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Agreement.

### 2 SALE & OPTION TO PURCHASE.

2.1 Offer. In the event that Owner desires to sell the Unit, that selling Owner shall first offer the Unit to City (the "Option") at the "Maximum Sales Price" (defined below) by delivering a written notice of such offer to City. The date that the selling Owner delivers such a notice to City shall be the "Offer Date." The selling Owner shall simultaneously deliver a copy of that notice to Manager.

2.2 Option to City. City shall have 45 days after the Offer Date to exercise the Option by delivering to the selling Owner written notice of City's exercise of the Option. City shall use its best efforts to notify the selling Owner of whether City will exercise the Option as early as possible within that 45-day period. If City elects to exercise the Option, City shall finalize the acquisition of the Unit within 30-days after delivering notice of City's election to exercise the Option. If City does not deliver that notice to the selling Owner within that initial 45-day time period or close within 30 days after delivering that notice, City's Option shall automatically expire without the need for further notice or documentation.

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**2.3 Sale to Qualified Individual.** Upon expiration of the Option, the selling Owner shall have the right, but not the obligation, to sell the Unit to the highest-ranking Qualified Individual on the list of Qualified Individuals (the "List") maintained by Manager. In order to be placed on the List, a Qualified Individual must deliver to Manager written evidence of being adequately pre-qualified for financing the purchase of a Unit. If there is no Qualified Individual on the List, the selling Owner shall have the right to sell the Unit to any other Qualified Individual.

The Qualified Individuals shall be ranked on the List according to the following criteria: (1) the amount of the purchase price that the Qualified Individual is willing and able to pay, which amount shall not exceed the Maximum Sales Price; (2) the speed with which the Qualified Individual is willing and able to close the transaction; and (3) the time that the Qualified Individual applied to be placed on the List with the first applicant receiving more points than the second applicant and so on.

For example, suppose that there are four Qualified Individuals on the List when a Unit comes available for sale: Qualified Individual A will pay \$120,000 and close in 30 days; Qualified Individual B will pay \$115,000 and close in 15 days; Qualified Individual C will pay \$120,000 and close in 60 days; and Qualified Individual D will pay \$120,000 and close in 30 days.

In the initial round of analysis, based upon price, Qualified Individuals A, C and D tie for first place because they all have the same and highest price. Qualified Individual B is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the next round of analysis relative to the remaining Qualified Individuals A, C, and D, Qualified Individuals A and D tie for first place because they each will close in 30 days. Qualified Individual C is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the final round of analysis relative to the remaining Qualified Individuals A and D, Qualified Individual A is given first place because Qualified Individual A was placed on the List before Qualified Individual D. Qualified Individual D is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available.

**2.4 Sale to Non-Qualified Individual.** If, after using best efforts to sell the Unit to a Qualified Individual, a Qualified Individual does not purchase the Unit within 120 days following the Offer Date, the selling Owner shall have the right to sell the Unit to any buyer that is eligible under applicable laws at the Maximum Sales Price or below.

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2.5 List. Manager shall maintain at Manager's office the List which shall record the Qualified Individuals in the order of the dates on which they applied to be placed on the List. The List shall be available for review by City, the public and Owner during regular business hours. Commencing January 1, 1996, Manager shall deliver an updated copy of the List to City on a quarterly basis and upon any other request of the City. Manager shall notify City in writing at any time that there are fewer than 24 Qualified Individuals on the List.

2.6 Miscellaneous. Notwithstanding anything in the Documents to the contrary, City shall not exercise the Option in connection with any rental of any Unit for a term of less than 2 years. Nothing in this Agreement shall be interpreted to force a selling Owner to sell a Unit against that selling Owner's will. The selling Owner shall have the right to list a Unit for sale at or below the Maximum Sales Price with any licensed broker. The selling Owner shall have the right to obtain back-up offers to purchase a Unit so long as those back-up offers are conditioned upon satisfaction of the other rights and obligations of the Parties under this Agreement.

3 MAXIMUM SALES PRICE. In no event shall the Unit be sold for an amount in excess of the "Maximum Sales Price" which shall constitute \$120,000, or the purchase price, whichever is less, plus an increase of three percent of such price per year from the date of purchase to the date of Owner's notice to City of Owner's intent to sell (prorated at the rate of 0.25 percent for each whole month for any part of a year).

3.1 Breach Freezes Appreciation. Upon the occurrence of an "Event of Default" (defined below), the Maximum Sales Price of the Unit in default shall, upon the date of such breach as determined by City, automatically cease to increase as set out in this Agreement for the Unit in default, and shall remain fixed until the date such Event of Default is cured.

3.2 No Guaranty. NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY CITY THAT ON SALE OWNER SHALL OBTAIN THE MAXIMUM SALES PRICE.

3.3 Permitted Capital Improvements 0441895 Bx00922 Pg00251

3.3.1 General. For the purpose of determining the Maximum Sales Price, Owner may add to the amount specified in Paragraph 3 above, the cost of Permitted Capital Improvements (as defined in Schedule "2") in a total amount not to exceed \$12,000 (as increased by the "Consumer Price Index" [defined in Section 4.2 below] each year). In calculating such amount, only those Permitted Capital Improvements identified in Schedule "2" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the Unit shall qualify. However, the allowance permitted by this Paragraph is a fixed amount, which shall be calculated on a

cumulative basis applicable to Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this Paragraph.

**3.3.2 Exclusions.** Permitted Capital Improvements shall not include any changes or additions to the Unit made by Owner during construction or thereafter, except in accordance with Paragraph 3.3.1 above. Permitted Capital Improvements shall be included in City's listed purchase price, even if made or installed during original construction.

**3.3.3 Qualification.** In order to qualify an improvement as a Permitted Capital Improvement, Owner must furnish to City the following information with respect to the improvements which Owner seeks to include in the calculation of Maximum Sales Price:

**3.3.3.1** Original or duplicate receipts to verify the actual costs expended by Owner for the Permitted Capital Improvements;

**3.3.3.2** Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and

**3.3.3.3** True and correct copies of any building permit or certificate of occupancy requires to be issued by the Park City Building Department with respect to the Permitted Capital Improvements.

**3.3.4 Out-Of-Pocket Costs.** In calculating the costs under Paragraph 3.3.1 through 3.3.3, only the Owner's actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner's profit, "sweat equity", or to any appreciation in the value of the improvements.

**3.4 Inducements to Sell Prohibited.** Owner shall not permit any prospective buyer to assume any or all of Owner's customary closing costs nor accept any other consideration which would cause an increase in Owner's return on the sale so as to induce Owner to sell to such prospective buyer.

**4 RENTAL.**

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**4.1 Rental Rates.** Rental rates and components (including homeowner association fees and other non-discretionary charges but excepting utilities and actual costs of cable television to the Unit) for the Unit (regardless of whether the Unit has 2 or 3 bedrooms) shall not exceed the rate of \$825 per month adjusted on January 1 of each year by the Consumer Price Index using a base year of 1995. Except in the event that Owner uses best efforts to rent to a Qualified Individual and no Qualified Individual is available as contemplated in Section 4.3, any rents paid by tenants that are not Qualified Individuals

shall be placed into an escrow approved by City pending determination of the disposition of those rents in accordance with applicable laws. Qualified Individual tenants are intended to be third party beneficiaries of this Section 4.1.

**4.2 Consumer Price Index.** The "Consumer Price Index" shall mean the increase that is the greater of the Department of Labor and Commerce, Bureau of Labor Statistics Consumer Price Index, All Urban for the Salt Lake Metropolitan areas or, if available, for the Department of Labor and Commerce, Bureau of Labor Statistics Consumer Price Index, All Urban, for Summit County, Utah (the "Consumer Price Index"). The Consumer Price Index shall be deemed to have a base year of 1995.

**4.3 Qualified Individuals.** To the extent that Owner rents the Unit, Owner shall utilize reasonable efforts, including giving City and Manager reasonable written notice of vacancies, to give preference to Qualified Individuals whenever possible, so long as (1) the Qualified Individuals meet all the standard income, background, employment and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (2) giving such priority does not violate any applicable laws. Owner will not knowingly allow any tenant to sublease, assign or otherwise convey any interest in any lease to a person that is not a Qualified Individual until after best efforts have been used to lease to a Qualified Individual. In the event that Owner uses best efforts to rent to a Qualified Individual and no Qualified Individual is available, Owner shall have the right to rent to any other tenant that is eligible under applicable laws.

"Qualified Individuals" means individuals (whether or not related) and families who have either been (i) a resident of City for the prior 24 months; (ii) a full-time regular employee, of the Park City School District, Park City Fire District, Snyderville Basin Sewer Improvement District, or Park City Municipal Corporation; (iii) a full-time regular employee (with a minimum of 30 hours of employment per week) of a business or businesses within City limits; and (iv) an owner or owner's representative of a business within City limits.

**4.4 Compliance and Non-Discrimination.** At all times, Owner shall comply with applicable federal and state housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color, and shall operate and manage the Unit in a consistent and uniform manner. This Agreement is not intended to confer rights on third parties, nor to conflict in any manner with applicable laws.

**4.5 Records.** Owner shall prepare and keep on file for review by City all records required to be maintained by either the Utah Housing Finance Agency and/or the Internal Revenue Service pertaining to the rent restrictions and other occupancy covenants herein. Owner shall deliver to City at least annually, and as otherwise reasonably requested by City, periodic reports

and certifications respecting the ownership and occupancy of the Unit owned by Owner.

4.6 Sharing Occupancy. The requirements of this Agreement shall not preclude owner from sharing occupancy of a Unit with non-owners on a rental basis. Owner shall require all tenants and occupants to abide by this Agreement.

4.7 Miscellaneous. Owner shall not rent a Unit for nightly rental.

## 5 SECURED OBLIGATIONS.

5.1 Definitions. The "Secured Obligations" shall mean only the following encumbrances and only to the extent that the aggregate amount of such debt does not exceed 95 percent of the Maximum Sales Price for the Unit encumbered: (a) all purchase money financing for each Unit; and (b) all advances, refinances, modifications, extensions, assignments, conveyances, encumbrances, syndications and other transfers of any of the foregoing. The holder of the Secured Obligations or its successor or assign is hereinafter called the "Secured Obligation Holder."

5.2 Priority. The Documents are hereby and shall be senior in priority to any Secured Obligation in place as of the date that this Agreement is recorded against the Unit. Notwithstanding anything in this Agreement to the contrary, City shall not take any actions or exercise any remedies under this Agreement, at law, in equity or otherwise without the prior written consent of the Secured Obligation Holder to the extent that such actions or remedies shall have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder as determined by the Secured Obligation Holder in its sole discretion. Secured Obligation Holder acknowledges by its subordination and/or its future advances, City's valid and continuing interest in maintaining the ownership and occupancy criteria of all Units.

5.3 Cross-Default. Any uncured default under the Secured Obligation documents shall constitute an "Event of Default" (defined below) under this Agreement. A breach of the Secured Obligation documents by Owner (the "Debt Defaulting Owner") or Unit (the "Debt Defaulting Unit") shall not constitute a breach by any other owner of any other unit in Silver Meadows Estates.

5.4 City's Notice and Rights. <sup>00441895 Bx00922 Pg00254</sup> This Agreement shall constitute a request for notice recorded in the Official Records of Summit County entitling the City to receive statutory notices of any default on a Debt Defaulting Unit. City shall have the right to record a separate request for statutory notices.

The Debt Defaulting Owner must notify City, in writing, of any notice of past due payments or default in payment or other

obligations due or to be performed under any debt secured by the Debt Defaulting Unit within five calendar days following the Debt Defaulting Owner's receipt of such notice of default. Upon City's receipt of such notice of default and if such default is not cured within the time periods contemplated under the applicable documents, City shall have the right, but not the obligation, to take and/or require the following actions:

**5.4.1 Loan Services.** City may offer loan counseling or distressed loan services to the Debt Defaulting Owner, if any of these services are available.

**5.4.2 City Cure and Lien.** City shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Debt Defaulting Owner shall be personally liable to City, and hereby authorizes City to lien the Debt Defaulting Unit, for past due payments made by City together with interest thereon at the rate of one percent per month and all actual expenses of City reasonably incurred in curing the default. At City's request, the Debt Defaulting Owner shall execute a promissory note and deed of trust encumbering the Debt Defaulting Unit in favor of the City for the above amounts expended by City, including security for future advances made for such purposes. Any such note or deed or trust shall be subject to this Agreement and subordinate to the Secured Obligations. The Debt Defaulting Owner may cure the default and satisfy its obligation to City under this Paragraph at any time prior to a sale to a Qualified Individual. Otherwise, City may record a lien on the Debt Defaulting Unit to evidence such indebtedness, which together with interest thereon, which may be foreclosed in the same manner as any other deed of trust subject to the consent of the Secured Obligation Holder.

**5.4.3 Purchase Option.** With the consent of the Secured Obligation Holder, City may exercise the Option in Section 2 above. The date on which City receives notice of a default under Section 5.4 shall constitute the Offer Date.

**5.4.4 Mandatory Sale.** With the consent of the Secured Obligation Holder, City may require the Debt Defaulting Owner to offer to sell the Debt Defaulting Unit to a Qualified Individual to avoid the commencement or completion of any foreclosure proceeding against the Debt Defaulting Unit. Any buyer of the Debt Defaulting Unit shall take ownership of that Unit subject to the Secured Obligations. In the event the Debt Defaulting Owner fails to cure the default in question within the time period afforded by the Secured Obligation documents and City reasonably determines that sale of the Debt Defaulting Unit is necessary, City shall so inform the Debt Defaulting Owner in writing.

**6 NO ADDITIONAL DENSITY.** In no event shall Owner create an additional dwelling unit, as defined in the Park City Land Management Code, in or on the Unit.

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7 **NO CITY GUARANTY.** Nothing herein shall be construed to require City to protect or indemnify Owner against any losses attributable to the rental, including (not by way of limitation) non-payment of rent or damage to the Unit; nor to require City to obtain a Qualified Individual for Owner in the event that none is found by Owner.

8 **REPAIR AND MAINTENANCE.** Owner covenants, agrees and warrants that the Unit is and will remain in good condition and fit and suitable for occupancy. Owner shall cause the Unit to be maintained and operated, in a first-class fashion, at all times, in strict compliance with the terms of this Agreement, the covenants, conditions and restrictions associated with the Unit and other applicable laws including City building and zoning codes. If the Unit, or part thereof, shall be damaged or destroyed, Owner will use its best efforts to repair and restore the Unit to substantially the same condition as existed prior to the event causing such damage or destruction and thereafter to operate the Unit in accordance with the terms of this Agreement.

9 **TERM OF AGREEMENT.** The term of this Agreement shall commence as of the date first set forth above and shall continue in full force and effect in perpetuity. In the event that for any reason the term of this Agreement shall not continue in perpetuity, the term shall continue in full force and effect until the date that corresponds to the life in being of the last surviving student of the graduating class of McPolin Elementary School, Park City, Utah, in the year first set forth above plus 21 years. Owner hereby waives any defenses, rights or remedies that it might otherwise assert against City in connection with the following:

9.1 The application of the rule against perpetuities to the Documents; Owner agrees that the Documents shall be enforceable against Owner notwithstanding any application of the rule against perpetuities;

9.2 Any claim that the covenants in the Documents recorded against the Unit are not real covenants running with the land; and

9.3 Any claim that the covenants in the Documents recorded against the Unit are not at least equitable servitudes intended to run with the land.

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This waiver shall be binding upon and inure to the benefit of the successors and assigns of Owner and the City.

10 **RIGHT TO INSPECT.** In the event that City has reasonable cause to believe Owner is violating the provisions of the Documents, City, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with no less than 24-hours' prior written notice. Nothing in this Agreement shall limit City's police powers.

11 **DEFAULT.**

11.1 **Event of Default.** An "Event of Default" shall occur under the Documents where a Party fails to perform any of its obligations under the documents within 30 days following that defaulting Party's receipt of notice of such default. Notwithstanding the foregoing, if the default cannot be reasonably cured within the 30-day period, the defaulting Party shall not be in default so long as the defaulting Party commences to cure the default within that 30-day period and diligently continues such cure with good faith until complete.

11.2 **Defaulting Owner and Unit.** The Owner who is threatening to commit or actually commits an Event of Default is herein called a "Defaulting Owner." The Unit owned by the Defaulting Owner is herein called the "Defaulting Unit."

12 **REMEDIES.** Subject to the provisions of Section 12.6 below, upon the occurrence of an Event of Default the non-defaulting Party may exercise all rights and remedies available at law and in equity. Those rights and remedies shall be cumulative. All costs, including attorney's fees, incurred by the non-defaulting Party in exercising its remedies shall be an additional award to the non-defaulting Party. Furthermore, upon the occurrence of an Event of Default by the Defaulting Owner, and subject to the provisions of Section 12.6 below, City may resort to any or all of the following remedies to enforce against the Unit, or cause the Defaulting Owner to comply with, the covenants and restrictions herein: (i) monetary damages; (ii) punitive damages; and (iii) the following additional remedies:

12.1 **Substitute Performance.** If the Defaulting Owner defaults under any obligation associated with the Defaulting Unit, City shall have the right to perform that obligation on behalf of the Defaulting Owner. The Defaulting Owner shall reimburse City for any costs incurred by City in performing such obligations. If the Defaulting Owner fails to reimburse City for those costs, City shall have the right to place a lien on the Defaulting Unit for the amount of such reimbursement and associated damages. Subject to the consent of the Secured Obligation Holder, City may execute on any judgement and foreclose on any lien against the Defaulting Unit or Defaulting Owner.

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12.2 **Power of Reverter; Revocation of Unauthorized Conveyance; Power of Sale and Unlawful Detainer.** Subject to the prior written consent of the Secured Obligation Holder, if the Defaulting Unit has been sold, assigned or leased to a buyer, assignee, lessee or other transferee in violation of this Agreement (an "Unauthorized Conveyance") City may revoke that Unauthorized Conveyance by exercising the power of reverter and sale, eviction or other lawful means and take possession and ownership of the Defaulting Unit by delivering to the Defaulting Owner a written declaration of default and demand for reverter, sale, eviction or otherwise. Subject to the consent of the

Secured Obligation Holder, City shall have the right to sell the Defaulting Unit (if the Unauthorized Conveyance was a sale) or evict a tenant (if the Unauthorized Conveyance was a lease) in accordance with applicable laws governing deeds of trust with powers of reverter, sale and/or unlawful detainer. Subject to the consent of the Secured Obligation Holder, City shall have the right to act as its own trustee or to appoint an independent trustee to process the foreclosure, reverter, sale and/or unlawful detainer. Subject to the consent of the Secured Obligation Holder, City shall have the right to appoint a receiver for the purpose of renting the Defaulting Unit to a Qualified Individual pending the sale of the Defaulting Unit on the other terms hereunder.

12.3 **Injunctive Relief.** City shall be entitled to specific performance of, and injunctive and other equitable relief against, the Defaulting Owner.

12.4 **Lien.** City shall be entitled to place a lien and security interest upon all of the Defaulting Owner's right, title and interest in and to the Defaulting Unit subject to this Agreement and subordinate to the Secured Obligations. With the consent of the Secured Obligation Holder, City may exercise all rights and remedies available at law and in equity relative to that lien including the right to foreclose upon that lien.

12.5 **Other.** Subject to the consent of the Secured Obligation Holder, City shall be entitled to enforce performance of any obligations secured hereby and to exercise all rights and powers under the Documents or any laws now or hereafter in force, notwithstanding that some or all of said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Subject to the limitations in the Documents and the consent of the Secured Obligation Holder, neither the acceptance of this Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect City's right to realize upon or enforce any other security now or hereafter held by City, it being agreed that City shall be entitled to enforce this Agreement and any other security now or hereafter held by City in such order and manner as City may, in its absolute discretion, determine. No remedy conferred upon or reserved to City by the Documents is intended to be exclusive of any other remedy, but each shall be cumulative and shall be in addition to every other remedy given by the Documents or now or hereafter existing at law, in equity or by statute. Every power or remedy given by the Documents to City or to which City may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by City; and City may pursue inconsistent remedies.

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12.6 **Consent of Secured Obligation Holder.** Notwithstanding anything in the Documents to the contrary, City shall not exercise any rights or remedies or take any other

actions under any Documents (including execution on any judgement against the Defaulting Owner or the Defaulting Unit) without the consent of the Secured Obligation Holder to the extent that the exercise of those rights, remedies or actions may have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder. The Secured Obligation Holder shall consent to actions by City under this Agreement so long as (a) City covenants in writing to pay or assume all amounts due under the Secured Obligations as limited by Section 5.1 above and the rights of the Secured Obligation Holder, (b) no action has been filed by or against City for insolvency, bankruptcy or reorganization for financial insolvency purposes and (c) those actions do not have a material adverse impact upon the security, equity position and/or other material rights of the Secured Obligation Holder.

**12.7 Rights of Interested Parties to Cure.** At the time that City sends any notice of default to the Defaulting Owner hereunder, City shall send a written copy of that same notice to (a) the Secured Obligation Holder encumbering the Unit, (b) Manager and (c) the Silver Meadows Estates Homeowners Association (the "Association") (Secured Obligation Holder, Manager and Association are hereinafter collectively, the "Interested Parties"), at the addresses that the Interested Parties shall supply to City from time to time or as recorded in the official records of Summit County, Utah. Each Interested Party shall give City written notice of any change in its address. Subject to the consent of the Secured Obligation Holder, the Interested Parties shall have the right, but not the obligation, to cure any default indicated in such notice within the same time period as granted to the Defaulting Owner hereunder, which time period shall commence for each Interested Party as of the date that such Interested Party receives notice of the default in question. City shall not exercise any remedies under the Documents until after the Interested Parties have failed to cure the default in question within the applicable time period. Nevertheless, subject to the consent of the Secured Obligation Holder, City shall have the right to take the actions necessary to preserve its rights and remedies pending any cure by the Interested Parties contemplated herein. Nothing in this provision shall be deemed to create any obligation on the part to the Interested Parties to cure any default hereunder.

**13 LIMITATIONS ON LIABILITY.**

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**13.1 Discontinuance of Liability Following Conveyance.** Following the recording of a warranty deed conveying the Unit to a purchaser authorized under the Documents, the transferor of the Unit shall have no further liability under the Documents respecting the Unit, except to the extent caused by the negligence or intentional misconduct of that transferor.

**13.2 Severable Obligations and Liabilities.** The Parties understand that many of the units in the Association surrounding the Unit will eventually be owned by different

individuals and entities. The owner of a particular unit, and that unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under the Documents associated with any other unit or owner of any other unit.

14 **NOTICES.** Any notice, consent or approval which is required herein shall be in writing and given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the Party as long as prior written notice of the change of address has been given to the other Parties.

Any notice by any Party shall also be delivered simultaneously to Association. Said notices, consents and approvals shall be sent to the Parties at the following addresses unless notified in writing:

To Owner: At the Unit

To City: City Manager and City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 81611

To Association: Silver Meadows Estates Homeowners  
Association  
132 South 600 East  
Salt Lake City, Utah 84102

To Manager: Evergreene Management Group  
132 South 600 East  
Salt Lake City, Utah 84102

The Parties shall promptly deliver to each other written notice of any change in their respective addresses.

15 **EXHIBITS.** All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

16 **SEVERABILITY.** Whenever possible, each provision of the Documents shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such Document.

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17 **ATTORNEYS' FEES.** If any Party shall take or defend against any action for any relief against another Party arising out of the Documents, the prevailing Party in such action or defense shall be entitled to be reimbursed by the losing Party for all costs including, but not limited to, attorneys' fees and court costs, incurred by the prevailing Party in such action or defense and/or enforcing any judgement granted therein, all of

which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgement. Any judgement or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgement. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgement motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation.

Attorneys' fees incurred in enforcing any judgement in a legal action pursuant to this Paragraph are recoverable as a separate item. This entitlement to post-judgement attorneys' fees is intended to be severable from the other provisions of this document, and to survive any judgement, and is not deemed merged into the judgement.

**18 CONSENTS.** No consent, approval or authorization under the Documents shall be unreasonably withheld, conditioned or delayed. Any consent, approval or authorization under the Documents shall be requested and given or withheld in advance and in writing within 10 days following delivery of such request. If a written disapproval of that request is not delivered to the requesting party within that time period, the request shall be deemed to be approved.

**19 CHOICE OF LAW.** The Documents shall be governed and construed in accordance with the laws of the State of Utah.

**20 SUCCESSORS.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the Parties.

**21 PARAGRAPH HEADINGS.** Paragraph or section headings within the Documents are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**22 WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of the Documents shall be valid against any Party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**23 GENDER AND NUMBER.** Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

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**24 MODIFICATIONS.** The Parties agree that any modifications of the Documents shall be effective only when made

by writings signed by the Parties and recorded with the Clerk and Recorder of Summit County, Utah, if the Documents being amended have been so recorded.

**25 RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.**

**25.1 Recordation.** Upon execution and delivery by Owner and City, Owner shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

**25.2 Covenants Run With Land.** Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Unit, that this Agreement and the covenants, restrictions and equitable servitudes set forth in this Agreement regulating and restricting the rents, use, occupancy and transfer of the Unit (a) shall be and are covenants running with the land and improvements, and encumbering the Unit for the term of this Agreement, binding upon Owner, its grantees, successors and assigns and the grantees and successors and assigns of them, or any of them, (b) are not merely personal covenants of Owner or City, (c) shall bind Owner (and the benefits shall inure to City) and their respective successors and assigns, and (d) are intended to run with the land and improvements associated with the Unit and be equitable servitudes.

**26 OWNER AND SUCCESSORS.** The term "Owner" shall mean the person or persons who shall acquire an ownership interest in the Unit in compliance with the terms and provisions of the Documents; it being understood that such person or persons shall be deemed an "Owner" herein only during the period of his, her, their or its ownership interest in the Unit and shall be obligated herein for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

**27 INTEGRATION.** The Documents and exhibits thereto constitute the entire agreement between the Parties with respect to the matters set forth herein.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

SELLER:

Silver Meadows Estates, L.C.,  
a Utah limited liability company

By: Silver Meadows Estates Development, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
a Utah corporation, Managing Member

By: \_\_\_\_\_  
Peter S. Cooke, President

OWNER

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

MANAGER

Evergreene Management Group,  
a Utah corporation

By: \_\_\_\_\_  
Helen Kessler, President

STATE OF UTAH                    )  
  )            ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me, Peter S. Cooke, who after having been sworn upon oath, duly acknowledged that he is the President of PSC Development Company, as managing member of Silver Meadows Estates Development, L.C., as a managing member of Silver Meadows Estates, L.C., a Utah limited liability company, and as such has the power to appear on behalf of said corporation, and acting in such capacity executed the foregoing document on the day and year aforementioned.

\_\_\_\_\_  
Notary Public

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STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me, \_\_\_\_\_, who after having been sworn upon oath, duly acknowledged that he/she executed the foregoing document on the day and year aforementioned.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me, Helen Kessler, who after having been sworn upon oath, duly acknowledged that she is the President of Evergreene Management Group and as such has the power to appear on behalf of said corporation, and acting in such capacity executed the foregoing document on the day and year aforementioned.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE BY THE PARK CITY MUNICIPAL CORPORATION**

The foregoing Master Deed Restrictions are hereby adopted and declared by the Park City Municipal Corporation.

PARK CITY MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
JODI S. HOFFMAN, CITY ATTORNEY

Attest:

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\_\_\_\_\_  
ANITA SHELDON, CITY RECORDER

**SCHEDULE "1" TO DEED RESTRICTIONS**

**DESCRIPTION OF UNIT**

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**SCHEDULE "2" TO DEED RESTRICTIONS**

**PERMITTED CAPITAL IMPROVEMENTS**

1. The term "Permitted Capital Improvements" as used in the Agreement shall only include the following:
  - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
  - b. Improvements for energy and water conservation;
  - c. Improvements for the benefit of seniors and/or handicapped persons;
  - d. Improvements for health and safety protection devices;
  - e. Improvements to add and/or finish permanent/finished storage space;
  - f. Improvements to finish unfinished space;
  - g. The cost of adding decks and balconies, and any extensions thereto;
  - h. Improvements that add or finish living space; and/or
  - i. Improvements constructed or installed as a result of any requirement imposed by any government agency.
2. Permitted Capital Improvements as used in this Agreement shall not include the following:
  - a. Landscaping;
  - b. Upgrades of appliances, plumbing and mechanical fixtures, carpets, and other similar items included as part of the original construction of the Unit;
  - c. Jacuzzis, saunas, steam showers and other similar items;
  - d. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;
  - e. Upgrades or additions of decorative items, including lights, window coverings, and other similar items.

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3. All Permitted Capital Improvement items and costs shall be approved by City staff prior to being added to the Maximum Resale Price as defined herein.

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**EXHIBIT "C" TO AGREEMENT  
ASSIGNMENT OF DEED RESTRICTIONS**

THE UNDERSIGNED ("Seller") hereby assigns, transfers and conveys to Park City Municipal Corporation ("City") all of Seller's right, title and interest to, and power of reverter associated with, that certain Unit Rental, Resale and Use Deed Restriction Agreement (the "Deed Restrictions") dated \_\_\_\_\_ between Seller and \_\_\_\_\_, as "Owner." City shall have the right, but not the obligation, to enforce the terms of those Deed Restrictions against Owner and the "Unit" (as defined in those Deed Restrictions).

"Seller"

\_\_\_\_\_

**ACCEPTANCE BY THE PARK CITY MUNICIPAL CORPORATION**

The foregoing Assignment of Deed Restrictions is hereby accepted, adopted and declared by The Park City Municipal Corporation.

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form

\_\_\_\_\_, CITY ATTORNEY

Attest:

0044 1895 Bx00922 Ps00268

\_\_\_\_\_, CITY RECORDER

**EXHIBIT "D" TO AGREEMENT**  
**PERMITTED CAPITAL IMPROVEMENTS**

1. The term "Permitted Capital Improvements" as used in the Agreement shall only include the following:
  - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
  - b. Improvements for energy and water conservation;
  - c. Improvements for the benefit of seniors and/or handicapped persons;
  - d. Improvements for health and safety protection devices;
  - e. Improvements to add and/or finish permanent/finished storage space;
  - f. Improvements to finish unfinished space;
  - g. The cost of adding decks and balconies, and any extensions thereto;
  - h. Improvements that add or finish living space; and/or
  - i. Improvements constructed or installed as a result of any requirement imposed by any government agency.
2. Permitted Capital Improvements as used in this Agreement shall not include the following:
  - a. Landscaping;
  - b. Upgrades of appliances, plumbing and mechanical fixtures, carpets, and other similar items included as part of the original construction of the Unit;
  - c. Jacuzzis, saunas, steam showers and other similar items;
  - d. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;
  - e. Upgrades or additions of decorative items, including lights, window coverings, and other similar

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items.

3. All Permitted Capital Improvement items and costs shall be approved by City staff prior to being added to the Maximum Resale Price as defined herein.

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**EXHIBIT "E" TO AGREEMENT**

**SUBORDINATION AGREEMENT**

Recording Requested By And  
When Recorded Return to:

PARK CITY MUNICIPAL CORPORATION  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060-1480  
Attention: City Manager and City Attorney

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**SUBORDINATION AGREEMENT  
(ZIONS FIRST NATIONAL BANK)**

THIS SUBORDINATION AGREEMENT (the "Agreement") is entered into and effective as of November 1, 1995 (the "Effective Date"), by ZIONS FIRST NATIONAL BANK, a national banking association ("Bank"), for the benefit of PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("City"), on the basis of the following facts:

**R E C I T A L S**

A. The Bank is the beneficiary under certain encumbrances recorded against that certain real property and improvements located on Kearns Boulevard, Park City, Utah as further described on Attachment 1 hereto and incorporated herein (the "Property").

B. Bank's encumbrances consist of the following encumbrances set forth on Attachment 2 hereto (collectively, the "Bank's Encumbrances").

C. City intends to enter into that certain MASTER DEED RESTRICTIONS AND AGREEMENT FOR SILVER MEADOWS ESTATES dated as of November 1, 1995, with Silver Meadows Estates, L.C., a Utah limited liability company, Silver Meadows Estates Development, L.C., a Utah limited liability company, and Evergreene Management Group, a Utah corporation (the "Master Deed Restrictions"). The Master Deed Restrictions establish certain restrictions on the use of the Property which run with the title to the Property.

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SUBORDINATION

For good and valuable consideration which the parties hereto acknowledge to have received, the Bank agrees to hereby subordinate the Bank's Encumbrances to the Master Deed Restrictions on the conditions set forth therein.

ZIONS FIRST NATIONAL BANK,  
a national banking association

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH            )  
                              ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 1995, by \_\_\_\_\_ as the  
\_\_\_\_\_ of Zions First National Bank.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

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**ATTACHMENT 1 TO SUBORDINATION AGREEMENT**

**DESCRIPTION OF PROPERTY**

All Lots 1 through 49 inclusive, Silver Meadows Estates,  
according to the official plat thereof, as recorded in the office  
of the Summit County Recorder.

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**ATTACHMENT 2 TO SUBORDINATION AGREEMENT**

**DESCRIPTION OF ENCUMBRANCES**

**1. DEED OF TRUST:**

Trustor: SILVER MEADOWS ESTATES, L.C., a Utah limited liability company  
Trustee: ZIONS FIRST NATIONAL BANK, a national banking association  
Beneficiary: ZIONS FIRST NATIONAL BANK, a national banking association  
Amount: \$3,835,000.00, plus interest  
Dated: September 29, 1994  
Recorded: September 30, 1994  
Entry No.: 416100  
Book/Page: 840/494

**2. LOAN MODIFICATION AGREEMENT:**

Dated: October 20, 1994  
Recorded: October 31, 1994  
Entry No.: 418117  
Book/Page: 847/85

**3. UCC FINANCING STATEMENT:**

Debtor: SILVER MEADOWS ESTATES, L.C.  
Creditor: ZIONS FIRST NATIONAL BANK  
For: Additional Collateral  
Recorded: September 30, 1994  
Entry No.: 416101  
Book/Page: 840/520

**4. AMENDMENT TO UCC FINANCING STATEMENT:**

Recorded: October 31, 1994  
Entry No.: 418118  
Book/Page: 847/95

**5. ASSIGNMENT OF RENTS, ISSUES, PROFITS AND OTHER MONIES ACCRUING FROM SAID LAND TO SECURE AN INDEBTEDNESS:**

Executed by: SILVER MEADOWS ESTATES, L.C., a Utah limited liability company  
Assignee: ZIONS FIRST NATIONAL BANK, a national banking association  
Amount: \$3,835,000.00  
Dated: September 29, 1994  
Recorded: September 30, 1995  
Entry No.: 416102  
Book/Page: 840/530

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**2013 Cooke Drive**

Calculation of Maximum Resale Value

	DATE OF TRANSACTION		AMOUNT	SEWER NOTE PAYOFF	RATE	APPRECIATION AMOUNT
	PURCHASE	<b>2/28/1996</b>	<b>\$ 120,000.00</b>			
	APPRECIATION	2/28/1996 - 2/27/1997	120,000.00	200.31	3.00%	\$ 3,606.01
	APPRECIATION	2/28/1997 - 2/27/1998	123,806.32	183.73	3.00%	\$ 3,719.70
	APPRECIATION	2/28/1998 - 2/27/1999	127,709.75	195.62	3.00%	\$ 3,837.16
	APPRECIATION	2/28/1999 - 2/27/2000	131,742.53	208.27	3.00%	\$ 3,958.52
	APPRECIATION	2/28/2000 - 2/27/2001	135,909.33	221.71	3.00%	\$ 4,083.93
	APPRECIATION	2/28/2001 - 2/27/2002	140,214.97	236.04	3.00%	\$ 4,213.53
	APPRECIATION	2/28/2002 - 2/27/2003	144,664.54	251.30	3.00%	\$ 4,347.48
	APPRECIATION	2/28/2003 - 2/27/2004	149,263.31	267.54	3.00%	\$ 4,485.93
	APPRECIATION	2/28/2004 - 2/27/2005	154,016.78	284.84	3.00%	\$ 4,629.05
	APPRECIATION	2/28/2005 - 2/27/2006	158,930.67	1,154.40	3.00%	\$ 4,802.55
	APPRECIATION	2/28/2006 - 2/27/2007	164,887.62	377.86	3.00%	\$ 4,957.96
	APPRECIATION	2/28/2007 - 2/27/2008	170,223.44	402.31	3.00%	\$ 5,118.77
	APPRECIATION	2/28/2008 - 2/27/2009	175,744.53	134.44	3.00%	\$ 5,276.37
	APPRECIATION	2/28/2009 - 2/27/2010	181,155.33	-	3.00%	\$ 5,434.66
	APPRECIATION	2/28/2010 - 2/27/2011	186,589.99	-	3.00%	\$ 5,597.70
	APPRECIATION	2/28/2011 - 2/27/2012	192,187.69	-	3.00%	\$ 5,765.63
	APPRECIATION	2/28/2012 - 2/27/2013	197,953.33	-	3.00%	\$ 5,938.60
	APPRECIATION	2/28/2013 - 2/27/2014	203,891.92	-	3.00%	\$ 6,116.76
	APPRECIATION	2/28/2014 - 2/27/2015	210,008.68	-	3.00%	\$ 6,300.26
	APPRECIATION	2/28/2015 - 2/27/2016	216,308.94	-	3.00%	\$ 6,489.27
	APPRECIATION	2/28/2016 - 2/27/2017	222,798.21	-	3.00%	\$ 6,683.95
	APPRECIATION	2/28/2017 - 2/27/2018	229,482.16	-	3.00%	\$ 6,884.46
	APPRECIATION	2/28/2018 - 2/27/2019	236,366.62	-	3.00%	\$ 7,091.00
	APPRECIATION	2/28/2019 - 2/27/2020	243,457.62	-	3.00%	\$ 7,303.73
	APPRECIATION	2/28/2020 - 2/27/2021	250,761.35	-	3.00%	\$ 7,522.84
	APPRECIATION	2/28/2021 - 2/27/2022	258,284.19	-	3.00%	\$ 7,748.53
	APPRECIATION	2/28/2022 - 2/27/2023	266,032.72	-	3.00%	\$ 7,980.98
	APPRECIATION	2/28/2023 - 2/27/2024	274,013.70	-	3.00%	\$ 8,220.41
	APPRECIATION	2/28/2024 - 7/9/2025	282,234.11	-	1.08%	\$ 3,038.85
BASED ON 131/365 = 35.89% OF ANNUAL APPRECIATION						
<b>TOTAL MAXIUM RESALE VALUE AS OF JULY 9, 2025</b>			<b>285,272.96</b>			



## City Council Staff Report

**Subject: Park Silly Sunday Market Request to Extend the Special Event City Services Agreement**  
**Author: Chris Phinney**  
**Department: Special Events**  
**Date: April 14, 2025**

### Recommendation

Consider a request from the [Park Silly Sunday Market](#) (PSSM) to exercise the optional extension of Term in the Special Event [City Services Agreement](#) (CSA), as defined in Section B.2 of the CSA, covering the 2028, 2029, and 2030 seasons.

### Executive Summary

2025 is the second year of a four-year commitment (2024, 2025, 2026, and 2027). According to section B.2 of the [CSA](#), the contract "...shall be renewed for an additional three (3) years for 2028, 2029, and 2030 markets, provided both parties execute a written notice of consent to renew..." ("Renewal Option"). PSSM's request to exercise the full term of the CSA (**Exhibit A**) affords PSSM with the stability and predictability necessary to implement long-term strategies, including securing multi-year sponsorships and grant funding through 2030.

We recommend consenting to PSSM's request to exercise the Renewal Option for the final three years of the CSA - 2028, 2029, and 2030. All other terms and conditions of the existing CSA will remain unchanged. Specifically, PSSM is not requesting any changes to the total Market days in their Renewal Option request (**Exhibit A**). Per Section B.2(3) of the CSA, PSSM may request adjustments to the total number of Market days. Any addition or elimination of market dates constitutes a Material Change and would involve outreach to HPCA and the Main Street Merchants. All date changes require approval from the City Council.

### Background

[PSSM](#) is a [Community Identifying Event](#) that started in 2006 on Lower Main Street as a 17-day summer event. To mitigate residential impacts and facilitate collaboration with Main Street merchants, changes were made to reduce the scope and costs of the event. Based on community feedback, PSSM was reduced to 15 days, then 14, and finally 11, beginning with the 2024 season.

A full history of the Market can be found [here](#). On October 26, 2023 ([report](#) p. 140 /[minutes](#) p. 9), the City Council approved a new PSSM [CSA](#).

### CSA Amendments:

We recommend authorizing the City Manager to execute a notice of consent to renew following Section B.2 of the [CSA](#) to authorize the final three years of the agreement, covering the 2028, 2029, and 2030 market seasons.

### Funding

No changes to funding are required for exercising the Renewal Option for the last three years of the [CSA](#).

**Exhibits**

A: 2025 Park Silly Sunday Market Request to Exercise the full term of the CSA.

DRAFT



August 4, 2025

Chris Phinney  
Park City Municipal / Special Events  
445 Marsac Drive  
Park City, UT 84060

Dear Chris Phinney,

On behalf of the Park Silly Sunday Market, I am writing to formally notify you of our intent to exercise our option to extend our current agreement through the 2030 season. *“Term. PSSM hereby agrees to hold the 2024, 2025, 2026 and 2027 Market in Park City. Accordingly, this Agreement shall be effective from the date of execution to Friday, November 30, 2027, subject to the renewals below. The Agreement shall renew for an additional three (3) years for 2028, 2029 and 2030 Markets, provided both parties execute a written notice of consent to renew by the last City Council meeting in April of 2027.”*

Since the inception of our contract, Park Silly has worked diligently to meet all outlined communication and mitigation measures, while also achieving the key performance milestones required by the agreement. We remain committed to collaborating with Park City Municipal, local businesses, and residents to ensure the continued success of this unique, community-driven event.

Executing the full contract through 2030 will allow us to implement long-term strategies with clarity and confidence. Specifically, this extension is critical for securing multi-year sponsorships and pursuing grant funding opportunities that are essential to sustaining our nonprofit operations. A stable and predictable future will enable us to continue promoting sustainability, supporting small businesses, and enriching the local culture and economy.

We look forward to continuing our partnership with the City and building on the legacy of the Park Silly Sunday Market.

Thank you for your ongoing support and collaboration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ksd".

Kate McChesney  
Executive Director  
Park Silly Sunday Market  
435.714.4036