



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 18, 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/82142910068>

CLOSED SESSION - 4:00 p.m.

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

PARK CITY BOARD OF CANVASSERS MEETING - 4:35 p.m.

ROLL CALL

NEW BUSINESS

1. Consideration to Approve Resolution No. 25-2025, a Resolution of the Board of Canvassers Certifying the Official Canvasser's Report from the November 4, 2025, Municipal General Election for Park City, Utah
(A) Action

ADJOURNMENT

PARK CITY COUNCIL WORK SESSION

4:40 p.m. - Discuss Childcare Scholarship Program Adjustments

5:10 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

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

IV. CONSENT AGENDA

1. Request to Approve Ordinance No. 2025-22, an Ordinance Accepting the Public Improvements for the Park City Heights, Phase 4 Development Project

V. OLD BUSINESS

1. Consideration to Continue Ordinance No. 2025-19, an Ordinance Rezoning Approximately 70 Acres between Park Avenue, Kearns Boulevard, Bonanza Drive, and Deer Valley Drive from General Commercial and Light Industrial to Bonanza Park Mixed-Use District, Enacting Land Management Code Chapter 15-2.27 to Implement the Bonanza Park Small Area Plan, Updating the Frontage Protection Zone to Enhance the City's Entry Corridors, Updating Chapter 15-6.1 to Allow Affordable Master Planned Developments in the Bonanza Park Mixed-Use District, and Amending Section 15-15-1 to Define Key Terms to a Date Uncertain (Council Discussion is not Anticipated)
(A) Public Hearing; (B) Continue to a Date Uncertain
2. Consideration to Approve Resolution 26-2025, a Resolution Authorizing the Mayor to Execute the Project Partnership Agreement, Contemplated in the December 14, 2023, Letter of Intent, between Park City Municipal Corporation and Deer Valley Resort
(A) Public Input (B) Action

VI. NEW BUSINESS

1. Consideration to Approve an Encroachment Agreement for a Fence within the Right-of-Way at 1304 Park Avenue
(A) Public Input (B) Action
2. Consideration to Approve Guidelines for the Emergent Community Needs Grant Program as Recommended by the Nonprofit Services Advisory Committee
(A) Public Input (B) Action

VII. 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.**



Resolution No. 25-2025

**RESOLUTION OF THE BOARD OF CANVASSERS CERTIFYING THE
OFFICIAL CANVASSERS' REPORT FROM THE NOVEMBER 4, 2025,
MUNICIPAL GENERAL ELECTION FOR PARK CITY, UTAH**

WHEREAS, Utah Code 20A-4-301(2), provides as follows:

(a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.

(b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:

(i) for canvassing of returns from a municipal general election, no sooner than seven calendar days after the day of the election and no later than 14 calendar days after the day of the election; or

(ii) for canvassing of returns from a municipal primary election, no sooner than seven calendar days after the day of the election and no later than 14 calendar days after the election.

(c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

WHEREAS, the Park City Municipal General Election was held on November 4, 2025, with all ballots being sent by mail:

NOW THEREFORE, be it resolved by the Park City Board of Canvassers as follows:

SECTION 1. ELECTION RESULTS

The following counts include mail-in ballots received by the Summit County Clerk's Office on or before November 4, 2025, at 8:00 p.m., ballots deposited in official Summit County drop boxes, and provisional ballots verified as acceptable for counting by the Summit County Clerk's Office.

MAYORAL CANDIDATES	TOTAL	PERCENTAGE
Ryan Dickey	1,701	50.16%
Jack Rubin	1,690	49.84%
Total Votes Cast	3,391	100.00%
COUNCIL CANDIDATES		
Tana Toly	2,330	39.74%
Diego Zegarra	2,009	34.27%
Jeremy Rubell	1,524	25.99%
Total Votes Cast	5,863	100.00%

****These numbers represent the unofficial ballot count. The official count will be presented during Council meeting.***

Mayoral candidate Ryan Dickey received the highest number of votes and is elected as Park City Mayor. City Council candidates Tana Toly and Diego Zegarra, received the highest number of votes and are elected to the City Council.

MUNICIPAL ELECTION TURNOUT

TURNOUT	TOTAL
Active Registered Voters	5,431
Number Ballots Counted	TBD
Number Ballots Rejected	TBD
Turnout Percentage	63.03%

SECTION 2. CERTIFICATION

The Board of Canvassers has reviewed this resolution and the attached exhibits as the official Canvassers' Report and hereby certifies that the election information contained in them are accurate.

PASSED AND ADOPTED this 18^h day of November, 2025.

PARK CITY MUNICIPAL CORPORATION BOARD OF CANVASSERS

Council Member Bill Ciraco

Jeremy Rubell

Council Member Ryan Dickey

Tana Toly

Council Member Ed Parigian

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

CERTIFICATION

It is hereby certified as follows:

Results of the canvass will be published on the Park City Municipal website and the Utah Public Notice website; and a copy of the canvass will be filed with the Office of the Lieutenant Governor. A copy will also be posted at City Hall.

Michelle Kellogg, Election Official

City Council Staff Report



Subject: Child Care Needs-Based Scholarship Program
Author: Michelle Downard
Department: Executive
Date: November 18, 2025

Summary

Pursuant to City Council direction, we will hold a work session discussion to review potential criteria adjustments to the Park City Needs-Based Childcare Scholarship Program.

Background

On [March 20, 2025](#), the City Council received the Program [Impact Report](#) in addition to periodic updates with performance data. See qualifying scholarship criteria in Exhibit A.

On [September 4, 2025](#), the Council supported returning with adjustments, including the recommendations of eliminating the AMI; considering a sliding scale or tiered system, additional workforce support, supporting child care provider teachers, and increasing provider incentives. In addition, Council discussed different household contribution tiers based on the number of children, and an ongoing funding source. Based on the Council's direction, 8 adjustment options are provided herein.

Funding

On [June 12, 2025](#), the City Council adopted the final budget, which included funding to maintain the Program through FY26. With \$333,000 remaining from the \$1M approved in FY24, \$300,000 was funded through June 30, 2026, for a total contribution of \$633,000 in FY26.

The FY26 budget represents one-time funding. Moving forward, the Council should decide how to consider future program funding. In addition, if the Program's programmatic and qualifying scholarship criteria are increased, the amount of overall allocations during FY26 and possibly beyond should be considered. See additional information on Summit County, State, and Federal funding in Exhibit B.

PCMC Scholarship Awards and Performance

As of November 5, 2025, 27 participating child care providers have been awarded scholarships to 134 households, supporting a total of 152 children. As anticipated, enrollment increased at the beginning of the school year, with 92 enrolled families with 98 child enrollments. Enrollments for residents and workforce households have remained comparable, with 34 residents, 41 workforce, and 14 PCMC families currently enrolled, in addition to 3 families who meet multiple criteria. The average resident scholarship, based on the 10% household contribution and the cost of child care,

resulted in an average monthly scholarship of \$771.13. A flat workforce scholarship of \$200, for a combined scholarship average of \$450.22 per month for resident and workforce households.

As of November 5, 2025, \$941,604.09 in scholarships had been distributed to qualified households, including \$841,704.09 (89%) in tuition scholarships and \$99,900 (10.6%) in provider incentives. See additional information on performance data, AMI, child care costs, providers, capacity, employers, and funding in Exhibit B.

DWS Participation

Our Program has directly increased DWS Child Care Assistance participation (State funding) in Summit County from approximately 5 to as many as 25 children, with 9 current enrollments. Given the average DWS scholarship of \$749 per household per month, the program results in an average of \$6,741 to \$18,745 monthly state assistance, further expanding the impact of our financial support.

Analysis

Rather than broadly increasing the amount of support and eligibility, the following adjustments consider the original program intent to support lower-income Park City households with young children, and consider needs the program is not capturing for residents, workforce, and providers.

Based on Council feedback, adjustments include the recommendations of eliminating the AMI, considering a sliding scale or tiered system, additional workforce support, supporting child care provider teachers, and increasing provider incentives. In addition, Council discussed different household contribution tiers based on the number of children, and an ongoing funding source. A total of 8 adjustment options are provided herein with estimated program allocation impacts for the Council's consideration. Council may consider all, some, or none of the recommendations.

Resident Support

1. Eliminate the AMI limit for PC residents and calculate scholarships based on 10% household income and \$1,700 tuition maximum
 - a. Estimated 7% increase in allocations (\$45,352 annually)
 - b. **Pros:** Eliminate the abrupt eligibility maximum and include more households. Avoids small raises triggering a large reduction or elimination of support
 - c. **Cons:** The impact may not be realized if households choose not to participate due to low scholarship amounts
2. Establish a sliding scale scholarship based on resident income levels similar to the [MARC Sliding Scale Program](#). For example, households below 30% AMI contribute 3% of their household income, households with 31% to 50% AMI contribute 5% of their household income, and households with 51% to 70% AMI contribute 7% of their household income, and households with 71% to 100% AMI contribute 10% of their household income.
 - a. Estimated 7.4% increase in allocations (\$48,124 annually)

- b. **Pros:** Provide more support to households with the greatest need
- c. **Cons:** The 10% household contribution already reflects varying income levels. Small raises can be offset by a larger decrease in support.

Workforce and PCMC Employee Support

- 3. Increase the scholarship amount to \$300 per month per child.
 - a. Estimated 8.2% increase in allocations (\$54,000 annually)
 - b. **Pros:** Increases workforce support and is consistent with the amount providers receive for DWS-enrolled children
 - c. **Cons:** Scholarships do not adjust based on household need
- 4. Adjust the workforce scholarship to be percentage-based, similar to the resident scholarship, to provide more support to households with the greatest need.
 - a.

Program Allocation Increase	Household Contribution	Average Scholarship	Household Contribution
19.4% or \$126,828 annually	20%	\$471	\$1,229
10.6% or \$69,264 annually	22%	\$348	\$1,352
1.8% or \$11,700 annually	24%	\$225	\$1,475

*Projections based on \$73,750, the average workforce household income

- b. **Pros:** Provide more support to households with the greatest need
- c. **Cons:** Without an accommodation, current enrolled families could experience a reduction in scholarships or a decrease in household eligibility based on income, reducing the affordability for participating households. Accommodations could include:
 - i. A sliding scale (see above),
 - ii. currently enrolled scholarships could be grandfathered until the child ages out or phased out over several months, and
 - iii. PCMC employees could have a minimum scholarship amount (\$200 or \$300) to maintain eligibility

Provider Support

- 5. Provide child care scholarships to full-time employees of enrolled child care providers located within PC limits, equivalent to resident scholarships
 - a. Estimated 6.7% increase in allocations (\$43,494 annually)
 - b. **Pros:** Support recruitment, retention, and personnel costs
 - c. **Cons:** Providers and employees in Summit County would not benefit.
- 6. Award incentives to child care providers located within Park City limits and not eligible for State funding for serving PCMC Scholarship-enrolled children. To provide immediate support for backflow preventers or other expenses, Council could consider applying this retroactively since the start of the 2026 fiscal year.
 - a. Estimated 10.7% increase in allocations (\$69,600 annually)
 - b. Retroactive (July – November 2025): \$29,000 one-time expense

- c. **Pros:** Increase support to providers caring for households with the greatest needs
- d. **Cons:** Not all providers within PC limits would receive increased support

Household Contribution Tiers

7. Council may adjust household contribution to tiers based on the number of children. If Council decided to adjust workforce scholarships to be percentage-based, a percentage adjustment could be applied to residents, workforce, or both.

As of November 5, 2025, the historical average number of children per household is 1.18 and currently 1.07. While the vast majority of households have 1 participating child, 6 out of 92 currently enrolled households have 2 children, and 0 households have 3 children or more. While workforce households receive \$200 per child per month scholarships, resident household scholarship amounts can be greatly impacted by the number of children. In fact, after the household contribution of 10%, it is common for the program to cover a portion of the first child's tuition and the full tuition for the second child.

For each percent that the household contribution is adjusted, scholarships would increase or decrease by approximately \$75 per percent adjustment (based on the average \$90,000 income of all participating households). Since the vast majority of households have 1 child, increased scholarship allocations for 1-child households would not be proportional to decreased scholarship amounts for 2-child households.

- a. Estimated 11.7% increase (\$76,500 annually) for each percentage decrease for 1-child household contribution
- b. Estimated 0.8% decrease (\$5,400 annually) for each percentage increase for 2-child household contribution
- c. **Pros:** Scholarships would reflect the number of children per household
- d. **Cons:** Increasing any family contributions increases the gap between the federal recommendation of 7%

Ongoing Funding Source

8. To date, funds have been provided on a first-come, first-served basis. Families have been informed that ongoing funding is not guaranteed. If the Program's programmatic and qualifying scholarship criteria are increased, the amount of overall allocations during FY26 and beyond is necessary unless the program sunsets. Current annual allocations are projected to be ~\$655,000 prior to any adjustments listed above.

Moving forward, the Council may decide to integrate the program into ongoing funding, continue to consider the program during each budget cycle, or allow the program to sunset after currently allocated funds are exhausted. In addition, if the Program's programmatic and qualifying scholarship criteria are increased, the

amount of overall allocations during FY26 and possibly beyond should be considered.

- a. **Pros:** Increases program stability
- b. **Cons:** This is a long-term and substantial financial commitment and would compete with other budget requests

The 8 adjustment options consider the original program intent to support lower-income Park City households with young children, needs the program is not capturing for residents, workforce, and providers, and Council feedback. Council may consider all, some, or none of the recommendations. If the Council provides direction to implement any adjustments, they could be implemented as soon as December 2025.

EXHIBITS

- A Programmatic and Qualifying Scholarship Criteria
- B Park City Scholarship Performance Data

PCMC Child Care Needs-Based Scholarship Program Criteria

1. Resident Child Care Tuition Scholarship

- a. Requirements
 - i. At least one parent is a Park City resident;
 - ii. Children up to kindergarten eligibility age;
 - iii. A household income of less than 100% Summit County AMI;
 - iv. Child enrolled in a regulated child care provider located within Summit County; and
 - v. Households must contribute 10% of the household income to child care per month (aggregate, not per child).
- b. Scholarship Available
 - i. PCMC scholarship will cover the remaining child care expenses up to actual costs, but no more than \$1,700 monthly tuition per child per month, however,
 - 1. Households who are identified as potentially eligible (as identified by the administrator) must apply for DWS Child Care Assistance or any other federal or state-funded program; and
 - 2. The scholarships will not be provided for childcare expenses awarded federal or state assistance.

2. Workforce Child Care Tuition Scholarship

- a. Requirements
 - i. At least one parent is a Park City resident or works within Park City;
 - ii. Children up to kindergarten eligibility age;
 - iii. A household income of less than 100% Summit County AMI; and
 - iv. Child enrolled in a regulated child care provider that is located within Summit County.
- b. Scholarship Available
 - i. \$200 per child per month; or

3. Full-time PCMC Employee Children Tuition Scholarship

- a. Requirements
 - i. At least one parent is an employee of Park City Municipal
 - ii. Children up to kindergarten eligibility age;
 - iii. and
 - iv. Child enrolled in any regulated child care provider (not limited to providers located in Summit County).
- b. Scholarship Available
 - i. \$200 per child per month.

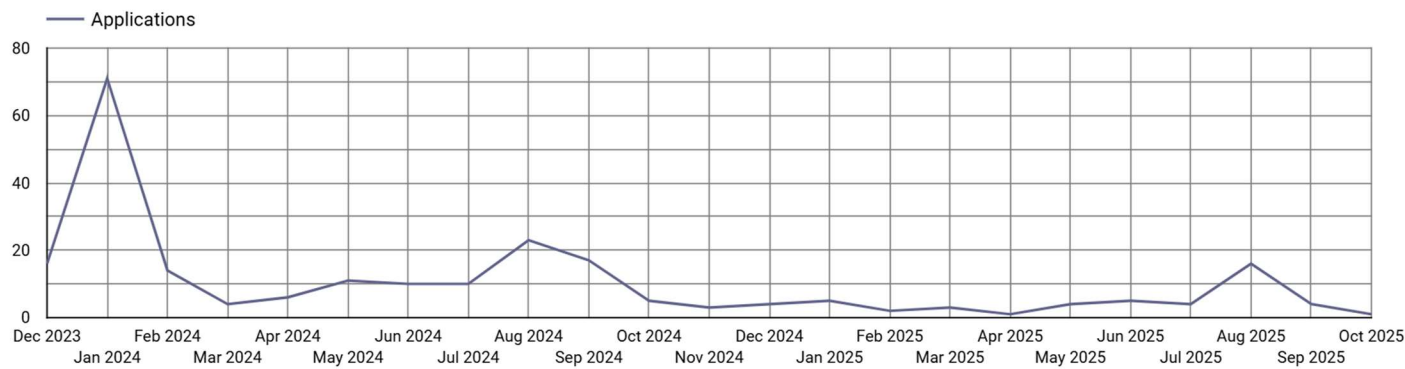
4. Regulated Child Care Provider Incentive to Serve Children Enrolled in DWS Child Care Assistance

- a. Requirements
 - i. Children up to kindergarten eligibility age;
 - ii. Park City resident or workforce child enrolled in DWS Child Care Assistance; and
 - iii. A regulated child care provider located within Summit County.
- b. Incentive available
 - i. \$300 per child per month.



Park City Needs-Based Child Care Scholarship Data
November 6, 2025

Number of Applications Over Time



Applications By Status

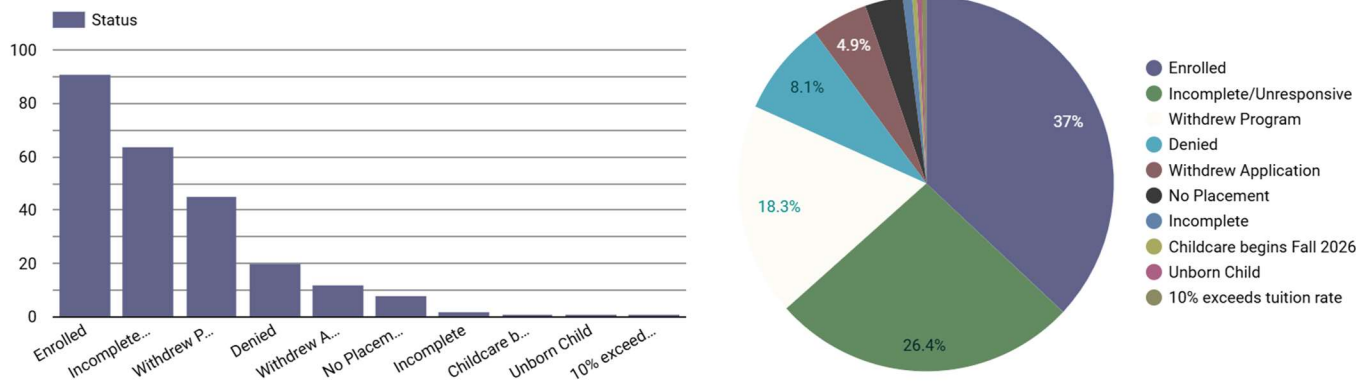
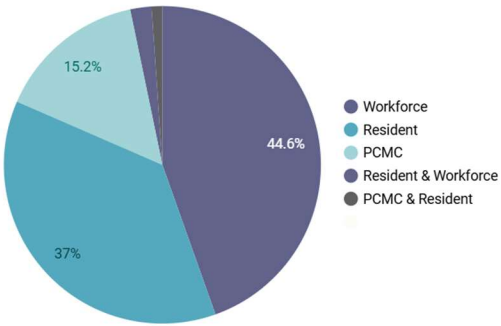
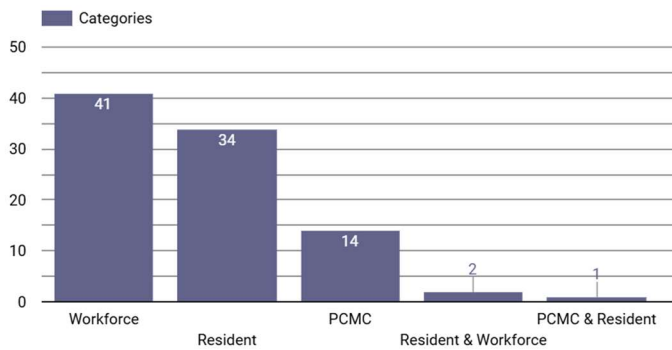
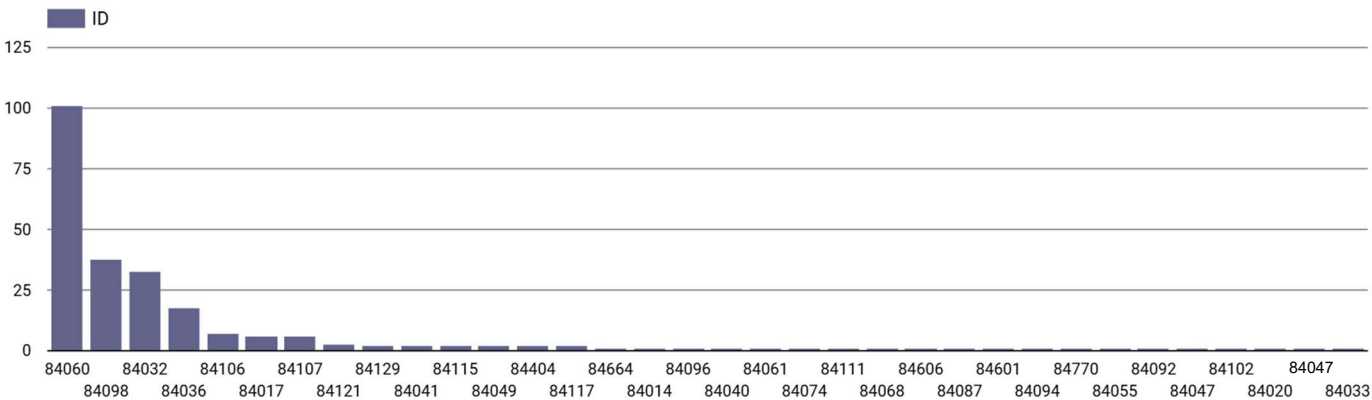


EXHIBIT B

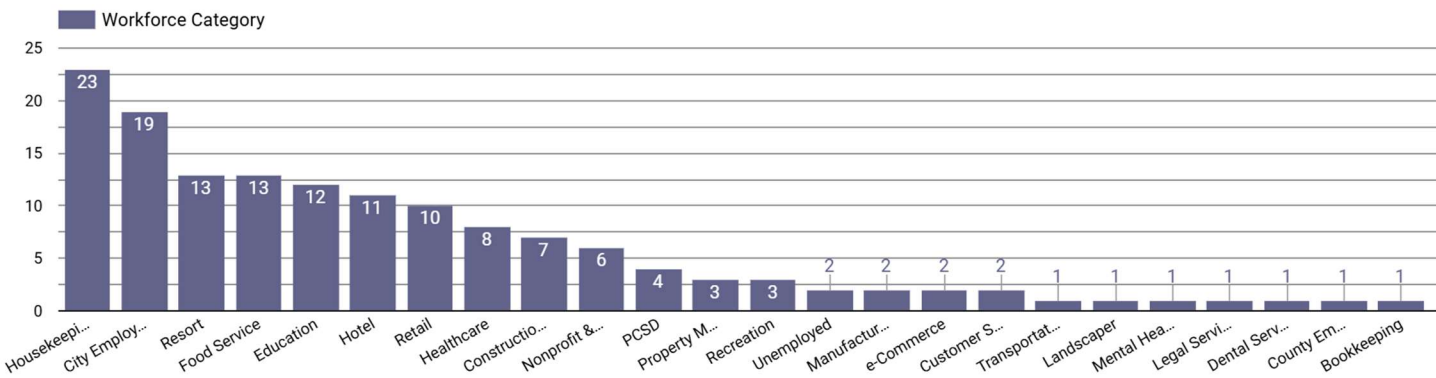
Enrolled Family Categories



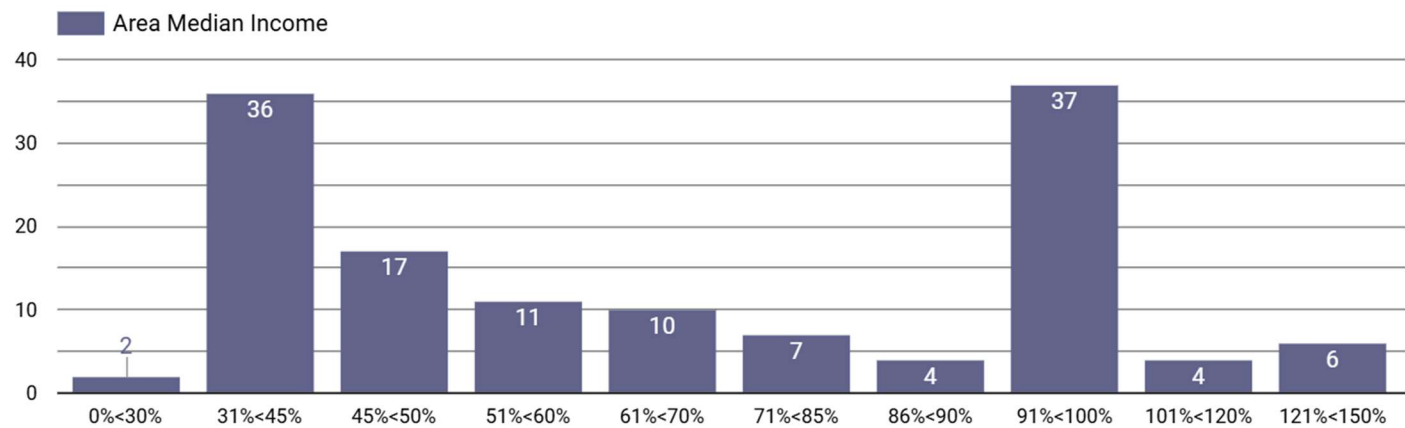
Applications by Zip Code



Workforce



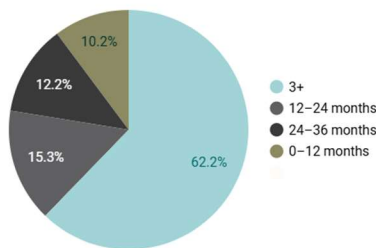
Area Median Income



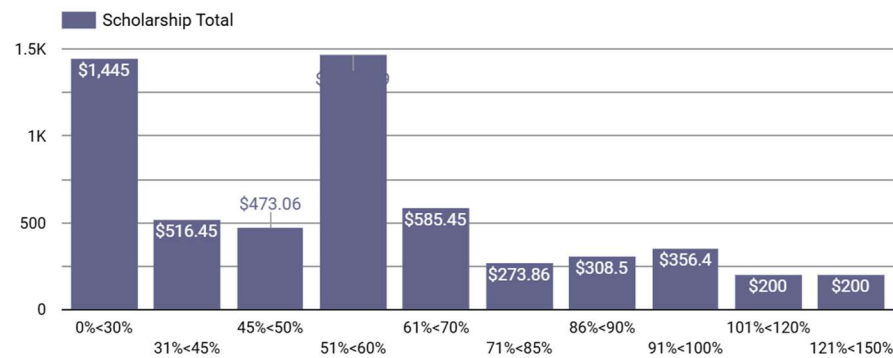
Age Ranges

Total Children
98

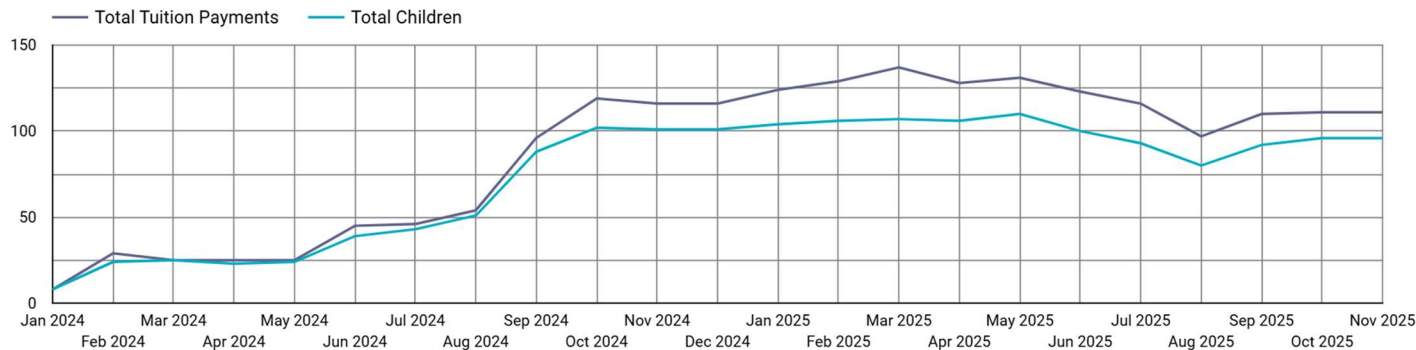
Avg # Children / Families
1.07



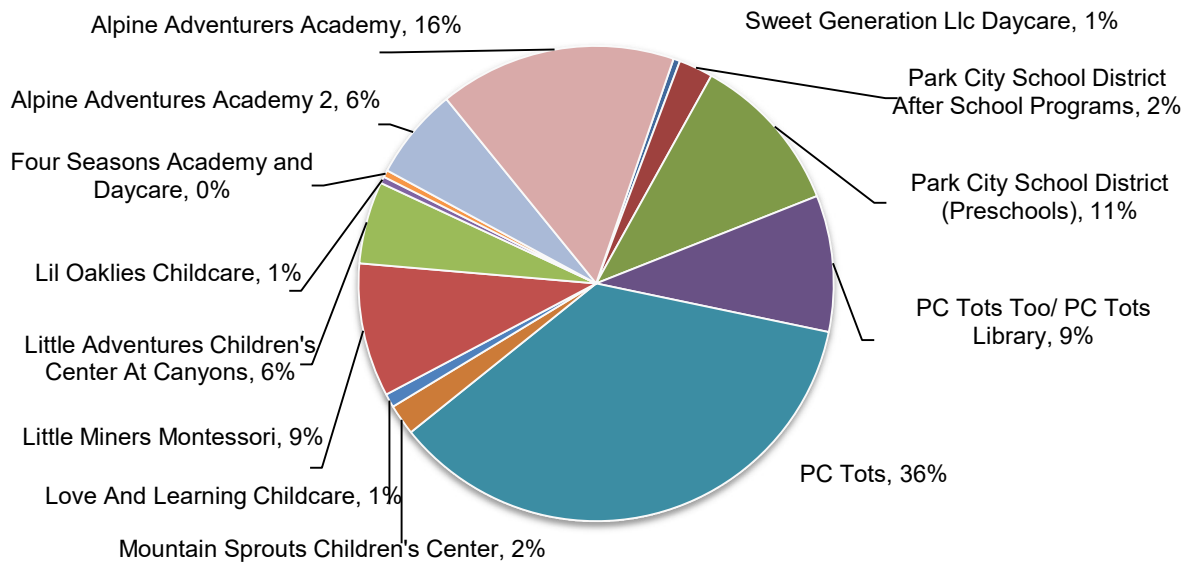
Avg Scholarship Amount By Area Median Income



Tuition Transactions Over time



Scholarship and Incentive Allocations By Provider



Capacity

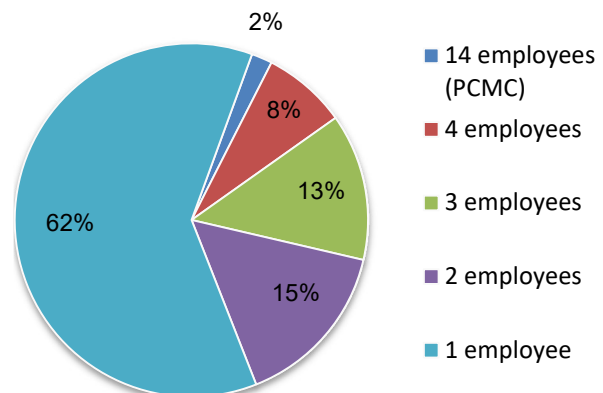
While child care capacity was a priority when the program began, childcare providers have since reported that this issue has subsided, particularly for 3 and 4-year-olds who are eligible for preschool. In fact, some providers reported occasional vacancies.

A significant change in capacity results from the Park City School District's (PCSD) preschool expansion and subsidized tuition based on household income. In addition to increasing the capacity, PCSD also expanded the 3-year-old program from a half-day, 2-day a week program to a full-day, 5-day a week program with a \$810 monthly tuition.

PCSD's preschools are enrolled to full capacity with 211 children, and participate in the Park City Scholarship Program. 42 of those children currently receive PCSD's \$125 scholarship rate (based on Federal Income Eligibility Guidelines or ~30-40% AMI), 2 receive DWS assistance, and 22 receive PCMC scholarships.

Employers

Workforce families from a total of 52 employers have enrolled in the Program. Park City Municipal has promoted the Program during recruitments and encouraged staff members to enroll. These efforts and the lack of AMI and child care location restrictions have resulted in 14 PCMC families currently participating, the highest participation of any employer. Other employers range from 1 to 4 enrolled employees each with the highest percentage (62%) with only 1 employee.



The Park City Chamber, Salt Lake Chamber, Heber Valley Chamber, and Park City Community Foundation's Early Childhood Alliance partnered to bring Best Place for

Working Parents® to Summit County, Salt Lake County, and Wasatch County. This program allows businesses to instantly determine whether their organization qualifies as a Best Place for Working Parents® designation. The assessment highlights the top 10 policies to benefit working parents and businesses.

Summit County, State, and Federal Funding

- **Summit County-** Since joining the Program in June 2024, Summit County has dedicated \$555,559 to the program for the Summit County workforce and residents. This includes additional funding recently approved on October 8, 2025, for currently enrolled scholarships through November and December 2025. At the time of this staff report, Summit County had not made a decision about funding during the next fiscal year, beginning in January 2026.
- **State-** In coordination with Summit County and the Park City Community Foundation, we are participating in conversations about state legislation to support childcare. Potential legislation may expand the incentives for employers to offer childcare support to their employees and decrease liability insurance costs for providers
- **Federal** tax discussions are continually evolving, and support for school programs, families, child care facilities, and employers are dynamic. The [2025 Reconciliation Law](#), a.k.a. “One Big Beautiful Bill Act”, expanded three child care subsidies in the tax system, including increasing the child and dependent care tax credit for families, raising the limit on tax-free income set aside for care expenses, and enhancing 45F, a business tax credit to encourage employers to offer child care.



City Council Staff Report

Subject: Acceptance of Public Improvements for the Park City Heights Phase 4 Development
Author: Becky Gutknecht, P.E., Assistant City Engineer
Department: Engineering
Date: November 18, 2025

Recommendation

Consider a request to approve an ordinance accepting the Public Improvements that were installed as part of the Park City Heights – Phase 4 Development.

Executive Summary

The Master Planned Development (MPD) agreement for Park City Heights outlines five phases for platting and construction. Ivory Homes Development has completed the Public Improvements, including roadway and utility infrastructure, and the warranty period associated with the installation of the Public Improvements for Phase 4. At this time, the Engineering Department recommends that the City Council approve an ordinance accepting the Public Improvements associated with Park City Heights Phase 4 Development (excluding the Public Improvements on Stella Way that are West of Ledger Way, which will be considered as part of Park City Heights Phase 5 Development Public Improvements).

Background

The property was annexed into Park City in 2010 with the Park City Heights Annexation and zoned CT-MPD (Community Transition- Park City Heights MPD). In 2013, the Planning Commission approved an amended MPD and an amended overall preliminary subdivision plat for the entire Park City Heights Development to address relocation of lots, streets, and parcels due to mine soils mitigation and a Voluntary Clean-up Plan approved by the State.

- [February 27, 2014](#) – City Council approved the amended Park City Heights Subdivision Phase 1 plat.
- May 13, 2014 – Ivory Homes Development was issued a construction permit for infrastructure for Phase 1.
- October 15, 2014 – Park City entered into the [Amended Master Planned Development Agreement for Park City Heights](#) with Ivory Development, L.L.C. (recorded November 4, 2014).
- October 6, 2015 – Ivory Homes Development was issued final completion for Public Improvements for Phase 1. This began a one-year warranty period for completed Public Improvements.
- September 21, 2018 – Ivory Homes Development was issued a construction permit for Public Improvements for Phase 2.

- November 25, 2019 – Ivory Homes Development was issued final completion for Public Improvements for Phase 2. This began a one-year warranty period for completed Public Improvements.
- [May 30, 2019](#) – City Council approved the Phase 2 plat.
- [April 4, 2019](#) – City Council approved the Phase 3 plat.
- June 8, 2019 – Planning Director issued an Administrative Conditional Use Permit for construction of a 1.0 million gallon water tank.
- [August 29, 2019](#) – City Council approved the Phase 4 plat.
- Autumn 2020 – Ivory Homes Development constructed the Park City Heights Park located on Parcel A of phase 1.
- November 2020 – Construction of the water tank is physically complete.
- [January 7, 2021](#) – City Council accepted the Public Improvements installed as part of Park City Heights Development Phases 1 and 2.
- April 13, 2021 – Ivory Homes Development was issued a construction permit for infrastructure for Phase 4.
- September 6, 2023 – Ivory Homes Development was issued final completion for Public Improvements for Phase 4. This began a one-year warranty period for completed Public Improvements.
- September 18, 2024 – Public Improvements for Phase 4 were inspected for closure of the warranty period. A list of punchlist items was developed that needed to be resolved prior to closing the warranty period.
- October 22, 2025 – Public Improvements for Phase 4 were reinspected for completion of the required punchlist items. All remaining items were verified as completed. The warranty period was officially closed and the remaining Improvement Completion Assurance was released.

The Land Management Code addresses acceptance of public improvements in chapter 15-7.2 Assurance For Completion And Maintenance Of Improvements.

- The City Engineer has verified that all required improvements have been satisfactorily completed,
- Complete as-built drawings “indicating location, dimensions, materials, and other information required by the Planning Commission and City Engineer have been received by the Engineering Department and are certified by the Applicant’s engineer that the layout of the line and Grade of all public improvements is in accordance with the City approved construction plans for the Subdivision”, and
- Acceptable evidence has been furnished to the City indicating that the improvements have been completed and are ready for dedication to the local government and are free and clear of any and all liens and encumbrance has been received.

Because the public improvements are located within an existing City Right-of-Way (ROW) (as dedicated on the recorded Park City Heights Phase 4 plat), dedication of the ROW is not necessary. Rather, applicant is asking Council to accept the public improvements relating to an existing ROW.

Inspections by the City Engineer's Department and the Water Department have verified that all Public Improvements associated with Park City Heights Phase 4 (excluding the stub of Stella Way West of Ledger Way which will be completed in conjunction with Phase 5) have been completed satisfactorily and are ready for acceptance.

The public improvements, proposed to be accepted by Council at this time, include the water lines, storm drain, sidewalks, curb and gutter, signage, and pavement. The dry utilities and sewer lines were installed as part of the project but are not City facilities. The public improvements were installed in accordance with the American Public Works Association (APWA) Standards and the Park City Supplemental Standard Plans and Specifications. Third party inspections were provided throughout construction through contract services managed by the City Engineer's Office. Per the construction agreement for public improvements, the developer provided a one-year warranty period after issuance of final completion. The warranty period is now expired for improvements completed with Phase 4.

Exhibits

A Draft Ordinance Number 2025-22

ORDINANCE NO. 2025-22

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE PARK CITY HEIGHTS, PHASE 4 DEVELOPMENT PROJECT

WHEREAS, Park City Heights, Phase 4 consists of 48 lots in the south half of Section 2 and the north half of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

WHEREAS, Construction of the public improvements for Phase 4 have been completed by the developer. The public improvements for Phase 4 include;

- Water distribution, transmission, and service lines, and
- Roads, sidewalks, curbs and gutters, and way finding signage within the following Rights-of-Way located in Phase 4:
 - Ledger Way,
 - Piper Way, and
 - Stella Way (excluding the portion of Public Improvements contained in Stella Way to the west of Ledger Way);

WHEREAS, Park City has adopted Land Management Code Section 15-7.2-3, which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of the Park City Code and the Park City Supplemental Standard Plans and Specifications;

WHEREAS, Developer has certified to the City Engineer, through submission of detailed "as-built" survey drawings of the Subdivision, indicating location, dimensions, materials, and other information required by the City Engineer, that the layout of the line and grade of all public improvements is in accordance with the City approved construction plans for the development;

WHEREAS, verification has been supplied by the developer showing that there are no liens against the project;

WHEREAS, the public improvements within the development described above were installed in accordance with Park City Design Standards Construction Specifications and Standard Drawings and have been duly inspected by the City Engineer; and

WHEREAS, the work was completed on September 6, 2023 and the one-year warranty period and associated required punchlist items were completed on October 22, 2025.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. PUBLIC IMPROVEMENTS. The City hereby accepts from the developer all public improvements at and related to the Park City Heights, Phase 4 Subdivision described above.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of November, 2025.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

City Attorney's Office

City Council Staff Report

Subject: Deer Valley Project Partnership Agreement Resolution

Author: Margaret Plane

Department: City Attorney's Office

Date: November 18, 2025



Executive Summary

Consider approving Resolution 26-2025 authorizing the Mayor to execute the Project Partnership Agreement with Deer Valley Resort Company, LLC, (DVR), as contemplated by [Resolution 24-2023](#), authorizing a Letter of Intent (LOI) between DVR and Park City Municipal Corporation (the City).

On December 14, 2023 the Council unanimously adopted both the Resolution authorizing the LOI and [Ordinance 2023-56](#) vacating part of the Deer Valley right-of-way (ROW). The Ordinance sunsets on Monday, December 15, 2025, two years from adoption; the City Council may extend the sunset provision upon finding good cause by Resolution.

The LOI and the Ordinance contemplate the adoption of two legal agreements—a Public Infrastructure District, which the City Council adopted by [Resolution 01-2025](#) on March 26, 2025, and a Project Partnership Agreement (the Agreement)—before the Ordinance sunsets. Deer Valley was also obligated to receive Final Approval of land use applications for the Snow Park base area Phase I redevelopment project, including recordation of the final subdivision plat (the "Final Plat"), and a thirteenth amended and restated Master Plan Development Permit ("Amended MPD Permit"). Those approvals were received on April 2, 2025, and February 26, 2025, respectively. The Final Plat will be recorded concurrently with or prior to execution of the Agreement.

Background

As part of Deer Valley's planned redevelopment of the Snow Park base area, they petitioned the City to vacate portions of the Deer Valley Drive ROW. The December 14, 2023 [Staff Report](#) discusses the process and includes links to the numerous public meetings before Planning Commission and City Council regarding the ROW petition, MPD/CUP applications, and the LOI.

The LOI contemplates that the City and DVR will negotiate an Agreement to detail the mechanics of pursuing regional transportation and traffic mitigation projects, principally in the form of a regionally significant transportation facility. After consistent discussions between the parties' respective teams, the proposed Agreement is true to the LOI and benefits the City and its visitors.

Executive Summary

The Agreement establishes the framework for the City, DVR, and other potential private or public partners, to collaborate on the funding and construction of a regionally significant transportation facility. Specifically, DVR commits up to \$15 million, which must be matched by the City. DVR funds may be used for no more than two projects, although if a project includes affordable housing, the housing and the parking facility do not need to be co-located.

The City is responsible for proposing a project (or projects), initially to DVR, and then to the Planning Commission. DVR's approval may not be unreasonably withheld if the proposal meets the required elements. There is a cap on the use of DVR funds for preparing project concepts, and, once construction starts, costs associated with the approval process may be reimbursed. Construction costs are processed so that the City and DVR share equally in the cost, up to DVR's \$15 million contribution.

The City and DVR will enter into parking easements or other agreements to provide parking rights to benefit DVR relative to their contribution to the project. The Agreement allows the City, through a parking agreement with DVR, to impose market-rate user fees on DVR guests or require minimum revenue guarantees from DVR. DVR has provided a corporate guaranty that unconditionally and irrevocably guarantees to the City the payment obligations. The entity that owns the land, Deer Valley Development Company, LLC, is the guarantor.

As contemplated in the LOI there is a Management Committee. The City will always have a majority of members on the Management Committee. If there are additional participants in the project, then representation on the Committee will be proportional to the amount contributed by all parties. Each party gets one member for each \$5 million, but for each approved project DVR gets at least one seat and no fewer than any other party that contributes \$15 million or more. An approved project must meet the Minimum Operation Standard, which includes future coordination of ingress and egress to areas available to DVR; description of rules, regulations, and terms of use of the facility; and programming ski-season and off-season use. Promptly after a project is approved, the City will present to the Management Committee an agreement for day-to-day operation that ensures the Minimum Operation Standard is met.

The Agreement has a ten-year term and project approvals related to the Snow Park Redevelopment remain in effect for ten years from the Agreement's effective date. If the City fails to submit and obtain DVR's approval for a Project with a total value of \$15 million or if a Party does not perform a material obligation (with notice and opportunity to cure and subject to the corporate guarantee) then the other party may terminate the Agreement.

A notice of the Amended MPD Permit will also be recorded prior to or concurrent with execution of the Agreement. The Amended MPD Permit includes conforming changes, clarifying that the prohibition on using Deer Valley Drive for overflow parking starts with issuance of a building permit. A Conditional Use Permit condition of approval eliminating

overflow use anticipated the start of construction in 2025, rather than allowing DVR to use Deer Valley Drive in the same manner as past years until they pull permits for the parking structure.

Exhibits

Exhibit A Project Partnership Agreement

Exhibit B Resolution 26-2025

PROJECT PARTNERSHIP AGREEMENT

by and between

PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah

and

DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company

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PROJECT PARTNERSHIP AGREEMENT

This Project Partnership Agreement (“**Agreement**”) is entered into as of _____, 2025 (the “**Effective Date**”), by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (“**City**”), and DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company, and its successors and assigns (collectively, “**DVR**”). City and DVR are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. DVR is the owner and operator of a year-round resort located in Park City, Summit County and Wasatch County, Utah, together with all of the associated lands and improvements (the “**Resort**”). The Parties are parties to that certain Letter of Intent dated December 14, 2023 (the “**LOI**”) authorized by resolution of City Council on December 14, 2023, pursuant to Resolution No. 24-2023.

B. The LOI contemplated that this Agreement would be negotiated and executed in order for the Parties to pursue regional transportation and traffic mitigation projects located within and benefitting City, as well as affordable housing opportunities (each, a “**Project**”), as approved in accordance with this Agreement (each, an “**Approved Project**” as further defined in Section 3(d) below).

C. Accordingly, the Parties intend to invest significant public and private resources toward the acquisition, design, construction, and development of up to two Approved Projects (defined below), which will provide City with certain public transportation and infrastructure improvements, as more generally described in this Agreement.

D. City and DVR desire to obtain those public benefits that will accrue from the development of an Approved Project. Such benefits may include enhancing the quality of life for City’s residents and visitors by providing updated and expanded public transportation facilities and traffic mitigation projects, and advancing the goals of City’s General Plan and City’s 2022 Park City Forward (the Long Range Transportation Plan). The construction of the proposed facilities and improvements funded pursuant to this Agreement will contribute to the improvement or enhancement of the economic welfare of the inhabitants and visitors of City, including DVR employees and guests. Consequently, City and DVR has each agreed, subject to the terms of this Agreement, to contribute toward the costs of an Approved Project(s).

E. In addition to the general public benefits, the commitments contained in this Agreement, including certain financial benefits and mitigation requirements associated with DVR’s Snow Park Redevelopment (defined herein), provide certain benefits and advantages that will accrue to both Parties and therefore this Agreement also is being entered into in reliance upon such additional mutual benefits afforded the Parties.

F. The Parties acknowledge that this Agreement aligns with the provisions contemplated by the State of Utah Economic Opportunity Act, Utah Code Title 63N, Chapter 13, Part 3, Facilitating Public-Private Partnerships Act.

G. Authorization to enter into this Agreement was adopted by City Council on November 18, 2025, pursuant to Resolution 26-2025 adopted by City Council on November 18, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “**Resolution**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties as follows:

1. RECITALS. The recitals and attached exhibits set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. DEFINITIONS. In addition to the other terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement and, except where the context requires otherwise, the singular of a term includes the plural and vice versa for all defined terms in this Agreement.

(a) “**Approved Project**” has the meaning set forth in Section 3(d).

(b) “**Approved Project Costs**” means all direct, verifiable and out-of-pocket costs that are actually incurred by City for capital expenses for an Approved Project, which costs may include, but are not limited to: (i) design, construction, installation, inspection and/or dedication costs generally, and more specifically, development, and construction costs for completion of development and construction of an Approved Project; (ii) actual “hard” costs of construction together with costs for or associated with excavation, demolition, site work (including the removal of existing buildings, structures utilities, and contaminated soil management and disposal and environmental compliance remediation); (iii) surveying; (iv) engineers and other consultants (including design professionals); (v) environmental reports, title reports, traffic reports, and other reports, studies and investigations specifically related to an Approved Project; (vi) plan review and application fees of all applicable governmental authorities; (vii) construction permits and other required permits; (viii) project bonding and insurance; (ix) third-party construction and site development management, coordination, inspection and supervision; (x) project bidding; (xi) the cost of financing such Approved Project as pre-approved by City, not to exceed the costs of financing City would incur on projects similar to such Approved Project; (xii) land acquisition costs for any Project that is not a Pre-Approved Project; (xiii) costs to obtain temporary or permanent easements required for construction related activities, site access, or required improvements to support operations of Approved Projects; and (xiv) any other categories of costs and fees included as line items in the Development Budget; provided, however, that Approved Project Costs shall not include (A) operations or maintenance costs of an Approved Project, including, without limitation, costs under the Parking Operating Agreement; (B) “soft” costs of governmental review, approvals, or construction permits; or (C) the costs of fair market value of easement(s) interests granted to City, including any public utility easements required for public utilities, as these dedications shall happen at no cost to City. All Approved Project Costs must comply with this Section 2(b).

(c) “**City Code**” means the Park City Municipal Code.

- (d) **“City Council”** means City Council of Park City Municipal Corporation.
- (e) **“City Engineer”** means the licensed engineer or engineering firm retained by City to provide engineering services for an Approved Project.
- (f) **“Construction Contract”** means the construction contract between City and the Contractor for construction of an Approved Project.
- (g) **“Contractor”** means the licensed general contractor retained by City for an Approved Project.
- (h) **“Development Management Agreement”** means the agreement, if any, between City and the Development Manager (which may include internal City staff or an external consultant) governing development management services for an Approved Project.
- (i) **“Development Manager”** means the person or entity, whether internal or external to City, duly qualified (and, if required by applicable law, licensed) to provide development management services for an Approved Project.
- (j) **“DVR Total Commitment”** means up to the amount of Fifteen Million Dollars (\$15,000,000.00), to be paid as described herein.
- (k) **“Minimum Operation Standard”** has the meaning set forth in Section 5(e).
- (l) **“Off-season”** means when DVR chair lifts are not operating for skiing purposes.
- (m) **“Parking Operator”** means the entity responsible for running the day-to-day operation of the Parking Project.
- (n) **“Parking Project”** means the Regional Transportation Facility components of the Approved Project.
- (o) **“Person”** means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any limited liability company, any trust or any other legal entity.
- (p) **“Plans and Specifications”** means the plans and specifications for an Approved Project, which shall be prepared by City’s architect and/or engineer and reviewed by City and City Engineer in accordance with the requirements for plans and specifications for construction projects of City similar to such Approved Project, and also reviewed by DVR as detailed herein.
- (q) **“Pre-Approved Project”** means a Project, that may be located on two sites, with the Regional Transportation Facility required to be near Utah State Route 248 and comprised of (i) or (ii), as follows: (i)(A) a Regional Transportation Facility located in a parking structure and associated facilities with a minimum of nine hundred (900) parking spaces, and (B) Affordable

Housing (as defined in City Code) with a minimum of fifty (50) Bedrooms (as defined in City Code); or (ii)(A) a Regional Transportation Facility located in a surface parking facility and associated facilities with a minimum of nine hundred (900) parking spaces, and (B) Affordable Housing with a minimum of one hundred (100) Bedrooms.

(r) **“ProRata Portion”** shall be a ratio, the numerator of which shall be a Party’s total, cumulative Approved Project Contribution, and the denominator of which shall be the total Approved Project Costs, each as reflected in the final annual Development Budget after completion, as set forth in Section 5(c). The calculation of City’s ProRata Portion shall not include the value of land already owned by City as of the Effective Date, unless agreed to by separate agreement of the Parties.

(s) **“Regional Transportation Facility”** means a vehicle parking facility or structure and any associated facilities related to public transit, including, without limitation, public transportation interconnection facilities, bus or shuttle stops, bus or shuttle shelters, and other improvements to enhance transit activity and access to the Resort and located within Park City.

3. APPROVAL OR CERTIFICATION OF PROJECT(S).

(a) **Number of Projects; Co-Location.** The DVR Total Commitment shall be deployed and used on not more than two (2) distinct Approved Projects, it being understood that an Approved Project may comprise no more than two (2) non-contiguous sites or facilities, and that housing and parking components are not required to be co-located. If an Approved Project includes affordable housing, such affordable housing need not be co-located with the Approved Project’s parking facility and shall not be used to satisfy any affordable housing obligations DVR has under the MPD for the Snow Park Redevelopment.

(b) **DVR Approval Required.** Any Project that does not constitute a Pre-Approved Project shall require DVR’s written preliminary approval and final approval. DVR shall not unreasonably withhold its preliminary approval or final approval for any such Project.

(c) **Project Approval or Certification Process.** City shall have the primary responsibility to submit proposed Project(s) to DVR, at the notice address in Section 8(e) below, for approval (or certification of a Pre-Approved Project) as follows:

(i) **Preliminary Approval.** City shall prepare and submit to DVR for review and preliminary approval, a **“Proposal”**, which includes the following:

- a) A **“Project Plan”** for a Project, which shall include the following critical elements: (1) identification of the proposed Project site real property; (2) site plan with detail sufficient to show the footprint of any structures and any ancillary project infrastructure or facilities, lot coverage, conceptual elevations, number of parking spaces, affordable housing elements, landscaping elements, utility locations, and internal and external site access and circulation (both vehicle and pedestrian); (3) the architectural theme for the entire Project with conceptual renderings for all types and

sizes of structures; and (4) preliminary plat boundary. DVR's written approval shall be required before submitting any work product associated with the Project Plan to any governmental or quasi-governmental entity outside of City, and before any material amendments or revisions after the Project Plan has been approved by DVR;

- b) A proposed Project schedule (the "**Project Schedule**") that includes anticipated dates of all major Project milestones and project phasing, including, without limitation, project milestones and phasing relative to the impacts of the Snow Park Redevelopment; and
- c) A proforma financial plan for the Project (the "**Financial Plan**") which Financial Plan shall include, without limitation: (1) a budget for the entitlement, development and construction of the Project (the "**Development Budget**") that includes all anticipated Approved Project Costs in reasonable detail, including a forecasted annual Approved Project Costs included in the Development Budget; and (2) the material terms for any financing for the Project for the period of construction of the Project, including, without limitation, source(s) of City's Approved Project Contribution. From time to time, City shall revise the Financial Plan as necessary to reflect any material adverse changes in the Approved Project, which revisions shall be subject to DVR's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

(ii) Pre-Approved Project Certification. A Pre-Approved Project shall be considered pre-approved and shall not require DVR's preliminary approval. If a Proposal is submitted to DVR as a proposed Pre-Approved Project, then DVR shall review the Proposal and certify in writing to City that the Proposal meets the requirements of a Pre-Approved Project as defined in this Agreement. A Project that has received a preliminary approval under Subsection 3(c)(i) or preliminary certification for a Pre-Approved Project hereunder shall be a "**Project Proposal**".

(iii) Final Approval. For each Project Proposal, City shall pursue, prepare, and submit to DVR for review and final approval, the following:

- a) Contractor bids for constructing the Approved Project in accordance with the Project Proposal;
- b) City Planning Commission's Non-Appealable zoning or other land-use entitlements necessary for such Project Proposal; and

- c) City Council's Non-Appealable final approval (conditioned on compliance with this Agreement) of City Approved Project Contribution in connection with such Project Proposal.

(d) **Approved Project; Payment Commitment.** If DVR grants its final approval of a Project Proposal, or at such time as DVR provides its certificate for a Pre-Approved Project pursuant to Subsection 3(c)(ii) above, then such Project shall be considered an “**Approved Project**”. If a Project Proposal includes all elements required by this Agreement, DVR shall not unreasonably withhold its approval of a Project Proposal to become an Approved Project. An Approved Project shall include the Financial Plan, Project Schedule, and Development Budget presented and approved as part of the Project Proposal, pursuant to Subsection 3(c)(i). As the Approved Project is constructed, the Parties shall pay the Approved Project Contributions as set forth in Section 4 and subject to the terms and conditions of this Agreement.

(e) **Construction.** Promptly following the approval of a Project Proposal to become an Approved Project, City shall cause the Approved Project to be designed, constructed, and equipped pursuant to the Plans and Specifications, the Construction Contract, and this Agreement. City shall cause the Approved Project to be completed as expeditiously as possible.

(f) **Concept Planning Costs.** Within thirty (30) days of a written request from City, DVR will pay City an amount up to \$150,000.00 from the DVR Total Commitment, which amount must be matched by City, and which amount may be used by City on preparing concepts for a Project Proposal. DVR will pay City an additional amount up to \$150,000.00 from the DVR Total Commitment, which amount also must be matched by City, on preparing concepts for an Approved Project. City shall provide DVR with copies of invoices and other documentation confirming the use of amounts expended on conceptual planning costs under this Subsection 3(f), including evidence of matching amounts paid by City. Any additional amounts paid by the City beyond DVR's contributions under this subsection shall not be reimbursable under this subsection but may be submitted for reimbursement as Approved Project Costs under Section 4(b), subject to the definition of Approved Project Costs in Section 2(b) and the conditions and limitations of this Agreement, including the DVR Contribution Cap and the DVR Total Commitment.

4. CONTRIBUTIONS AND DISBURSEMENTS.

(a) **Contributions.** In consideration of the public benefits that will accrue to City and to DVR from the development, construction, and operation of an Approved Project, each Party agrees to contribute to the actual verifiable Approved Project Costs to be incurred by City of an Approved Project (“**Approved Project Contributions**”). DVR's Approved Project Contribution is referred to as the “**DVR Approved Project Contribution**” and City's Approved Project Contribution is referred to as the “**City Approved Project Contribution.**” DVR shall pay to City, or as otherwise directed by City, the DVR Approved Project Contribution (the “**DVR Contribution Payments**”) for use in developing and constructing an Approved Project, but only pursuant to the terms and conditions of this Agreement. At no time shall the maximum total cumulative DVR Contribution Payments exceed the lesser of (i) the actual verifiable costs incurred by City for the work performed for all Approved Projects, (ii) the actual verifiable amount contributed by City by City Approved Project Contribution, or (iii) DVR Total Commitment (the

“**DVR Contribution Cap**”). The obligation of DVR to make DVR Contribution Payments to City pursuant to this Agreement will continue until the earliest of (i) the date City has received payment in full of the entire amount of the Approved Project Contributions; (ii) the date City has received an amount equal to the DVR Contribution Cap; or (iii) the date of termination of this Agreement pursuant to Section 6.

(b) **Process for Contribution Submittal**. Commencing with construction of an Approved Project, excluding pre-construction concept planning costs reimbursed under Section 3(f) which will be paid as contemplated in said subsection, City will submit to DVR, or cause to be submitted, at least quarterly, but no more frequently than every month, written documentation of all Approved Project Costs incurred as of the date of submittal, accompanied by supporting documentation reasonably satisfactory to DVR that the Approved Project Costs were incurred through the date of submittal, a request for a DVR Contribution Payment which City believes qualifies for contribution under this Agreement, accompanied by supporting documentation reasonably satisfactory to DVR of the Approved Project Costs to be paid with such DVR Approved Project Contribution (each, a “**Contribution Submittal**”). For construction costs, the Approved Project Costs and the Contribution Submittal shall include the supporting documentation described in, and shall be subject to review by DVR in accordance with, the procedures for disbursement of Approved Project Costs as described in Exhibit B. DVR will complete its review of any Contribution Submittal and notify City in writing of its approval or, alternatively, describing in reasonable detail any deficiencies claimed with respect to any Contribution Submittal within thirty (30) days of receiving a Contribution Submittal from City (“**Objection Period**”). If DVR does not provide approval or notice of deficiencies within the Objection Period, the Contribution Submittal will be deemed approved and DVR shall submit payment to City not later than fifteen (15) days thereafter. If DVR has not submitted undisputed amounts due within such fifteen (15) day period, City may demand payment pursuant to the terms and conditions of the DVR Financial Assurance in Subsection 4(g). Notwithstanding anything to the contrary in this Agreement, a Contribution Submittal may not be delivered to DVR, and DVR may withhold approval of a Contribution Submittal, until after satisfaction of all conditions precedent to the DVR Contribution Payments expressly contained in Subsection 4(c) below.

(i) City Approved Project Contribution will be fulfilled in accordance with the Financial Plan for the Approved Project. The use of the Approved Project Contributions from other participants toward any Approved Project shall be governed under separate contribution agreements with City.

(ii) Once the total of all DVR Contribution Payments equals the DVR Contribution Cap, DVR’s obligation to maintain the DVR Financial Assurance shall terminate.

(c) **DVR Conditions**. DVR’s obligation to pay City the DVR Contribution Payments or otherwise approve disbursement of the DVR Approved Project Contribution is expressly subject to the following terms and conditions precedent, which shall be current at the time of payment to City under this Agreement:

(i) The Final Approval of land use applications for the Resort’s Snow Park base area redevelopment project (“**Snow Park Redevelopment**”), including, without limitation, a thirteenth (13th) amended and restated Master Plan Development Permit for the

Resort, including associated subdivision plats and conditional use permits, including those conditional use permits and subdivision (condominium) plats approved subsequent to the date of this Agreement, and an amendment to the thirteenth (13th) amended and restated Master Plan Development Permit for the Resort (collectively, the “**MPD Amendment**”). The MPD Amendment shall authorize and require:

- a) parking for all of Snow Park will be limited to 1,971 parking spaces, of which only 1,360 parking spaces may be designated for day skier use and the remaining 611 parking spaces are designated for hotel, residential, dining, retail, entertainment, and commercial uses, and prohibited for day skier parking, and paid parking shall be implemented by DVR;
- b) a gondola from Snow Park to Silver Lake Lodge will be constructed, with gondola access continuing to the gondola coming from the area formerly known as Mayflower and now known as Deer Valley East Village;
- c) existing, private Doe Pass Road will be improved and allow perpetual public access rights, including public emergency, public utility, and public transportation easements;
- d) the Snow Park Redevelopment will include a multimodal transportation center, to accommodate transit, resort/lodging vehicles, and drop off lanes;
- e) skier, day use, employee parking plans, and use of the full gondola alignment, including the area referred to as the Deer Valley East Village area, will be provided for in the updated Snow Park Redevelopment mitigation plans, provided no aspect of those plans will allow the MPD or the MPD Amendment to regulate any portion of the Resort located outside of City boundaries;
- f) Exhibit 2 to the MPD will be amended to include up to 15,000 additional square feet for maintenance facilities and up to 15,000 additional square feet for restaurant/commercial facilities for use at Silver Lake Lodge, which will support use of the gondola;
- g) Carpenter lift at the Resort will be realigned to allow the location of the gondola to Silver Lake Lodge;
- h) a proposed Lift 7 circulator lift will be included along the new gondola alignment to provide a beginner ski pod;

- i) DVR's affordable housing obligations under the MPD of 67.1 AUEs will be satisfied by construction of new affordable housing, subject to confirmation on final uses, and using housing authority calculations at the time of CUP permit filing, provided that housing shall be located within City limits and near public transit and the Ski Rail site may be considered a pre-approved location for DVR's affordable housing Bedrooms for the Snow Park Redevelopment;
- j) DVR's construction mitigation plans will maintain temporary public access and regulate permitted times for truck trips to minimize soil hauling resulting from excavation; and
- k) consistent with Paragraph H of the Amended 12th Master Plan Development Permit, the UEs and support commercial will be calculated in accordance with the 2022 Park City Land Management Code for all phases of the Snow Park Redevelopment and the 2022 Park City Land Management Code will govern the MPD Amendment, notwithstanding any other provision herein.

As used herein, the term "**Final Approval**" shall mean that City and all other applicable governmental and quasi-governmental entities and agencies with jurisdiction, and all necessary utility providers (collectively, the "**Governmental Authorities**") have approved or have issued, as applicable, in accordance with their required procedures, all statutory and regulatory approvals and are otherwise bound to provide the respective approval and such approvals are Non-Appealable. The term "**Non-Appealable**" means with respect to each document, application, instrument, subdivision, plan, plat or other entitlement constituting the approvals that are approved by the Governmental Authorities, that such approvals are final and no appeal, initiative, or referendum is filed with respect thereto for a period of time consisting of the applicable appeal period as established by such Governmental Authorities, as applicable.

As used herein, the term "**MPD**" shall mean the Large Scale Master Planned Development Permit as defined in the MPD Amendment.

(ii) The Final Approval of the plat to effect the vacation of the public roadway commonly known as Deer Valley Drive in connection with the Snow Park Redevelopment project (the "**Partial Road Vacation**"), and the recordation of the vacation plats effecting the Partial Road Vacation in the Summit County Recorder's Office.

(iii) The MPD Amendment shall continue to be valid and shall not expire during the term of this Agreement.

(d) If the Approved Project includes parking, City and DVR shall enter into parking easements or agreements which provide for parking rights to the Approved Project for the benefit of DVR and/or the Resort, in the amount of parking spaces equal to DVR's ProRata Portion

and at no cost to DVR (other than the DVR Approved Project Contribution and provided that nothing herein shall limit City's right to impose market-rate user fees on DVR guests or minimum revenue guarantees from DVR). Prior to commencement of construction of the Approved Project, and prior to recording any City-acquired financing for City Approved Project Contribution, City shall cause such agreements to be executed and recorded. Any additional easements or agreements to reserve parking spaces in the Approved Project (or any modifications to any of the foregoing) shall be subject to the reasonable review and approval of the Management Committee, and shall not diminish DVR's rights in and to parking in the Approved Project. The current and future easements and agreements as described in this Section 4(d) are referred to as the "**Parking User Agreements**." For an Approved Project that includes affordable housing, an agreement similar to the Parking User Agreement will be prepared and executed by the Parties confirming DVR's ProRata Portion of such Bedrooms and recorded in similar form as a Parking User Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, DVR shall not have any responsibility for operations or maintenance costs of an Approved Project, including, without limitation, costs under the Parking Operating Agreement.

(f) City shall assist in identifying mutually-acceptable DVR mitigation plans to minimize off-site hauling and disposal of soil, including, without limitation, exploring a potential code amendment to reduce impacts of managing contaminated or mining-impacted soils during the Snow Park Development.

(g) **DVR Financial Assurance for Approved Project.** As security for the financial obligations to City under this Agreement, DVR shall cause Deer Valley Development Company, a Delaware corporation ("DVDC"), to issue a corporate guaranty to City, which guaranty shall require DVDC to unconditionally and irrevocably guarantee to City the payment of obligations due, when due, by DVR under the terms of this Agreement. The guaranty contemplated hereby shall continue until complete payment of DVR Total Commitment, or the termination of this Agreement pursuant to Section 6 hereof. DVR's obligations to provide the guaranty contemplated by this Subsection 4(g) shall be referred to herein as the "**DVR Financial Assurance**."

5. MANAGEMENT COMMITTEE.

(a) **Membership.** There shall be a "**Management Committee**" initially comprised of City and DVR. Additional Persons may become members to the Management Committee by making a commitment to an Approved Project Contribution in the amount of at least \$5,000,000.00. City covenants that any agreement with a qualifying Additional Person shall include provisions similar to the Management Committee provisions set forth herein. City shall always have a majority of the members of the Management Committee. If the Management Committee membership expands beyond City and DVR, then representation on the Management Committee will be proportional to the amount contributed by all Parties; each Party shall be entitled to appoint one (1) Person to the Management Committee for each \$5,000,000.00 of such Party's committed Approved Project Contribution, *provided, however*, that (i) for each Approved Project, DVR shall have at least one (1) seat on the Management Committee and no fewer than the number of seats of any other Party who has contributed an amount equal to or greater than the

DVR Approved Project Contribution; and (ii) the Approved Project shall meet the Minimum Operation Standard.

(b) **Majority Vote.** The vote of the majority of the members of the Management Committee then-serving shall be required to approve any action or decision of the Management Committee pursuant to this Agreement, provided that no action or decision of the Management Committee may impair or repeal the Minimum Operation Standard applying to each Approved Project without the written approval of DVR, which may be provided or withheld in DVR's sole discretion.

(c) **Project Share.** Unless otherwise agreed, the number of parking stalls or Bedrooms in an Approved Project that a Party will be entitled to use, and which shall be described in a recorded easement, shall be equal to the Party's ProRata Portion. *Example 1:* If an Approved Project is for a Parking Project that will have 1,000 parking stalls, and the DVR Approved Project Contribution represents 40% of the total Approved Project Costs for such Parking Project, then DVR would be entitled to 400 of the parking stalls. *Example 2:* If an Approved Project is for an affordable housing project with 100 Bedrooms, and the DVR Approved Project Contribution represents 40% of the total Approved Project Costs for such affordable housing project, then DVR would be entitled to use of 40 Bedrooms. Use of the Bedrooms on these matters shall be under separate leases with DVR.

(d) **Semi-Annual Meetings.** To ensure efficient and effective operation of each Approved Project, the Management Committee shall meet at least semi-annually: before each ski season (not later than October 15) to discuss ski season programming, and before each off-season (not later than May 15) to discuss off-season programming. The Management Committee shall, for each Approved Project involving parking, coordinate and implement long-term peak day mitigation strategies relative to users entering and leaving the parking facility as well as coordinate adequate express service for visitors and employees and identify adaptations to improve the same. Each Party to this Agreement, along with any others added to the Management Committee, shall cooperate in providing data needed, which may include trip counts, peak travel analysis, intersection volumes, and periodic traffic studies, for the adequate study of the foregoing operational elements.

(e) **Minimum Operation Standard, Survival.** Minimum Operation Standard means the following: (1) DVR has at least one (1) seat on the Management Committee for an asset resulting from an Approved Project; (2) City will coordinate the operation of any Approved Project with the Management Committee including DVR as a member; (3) the area of such Approved Project designated for DVR's use pursuant to Section 5(c) shall be confirmed in a recorded easement or lease, as applicable (i) for a distinct area or use rights within a Parking Project or Bedrooms or portions of Bedrooms within an affordable housing Approved Project, (ii) that describes the methods for ingress and egress to the areas available for DVR use, and (iii) describes rules and regulations and/or terms and use conditions, including allowed signage, or other ways of informing DVR users of the availability of specific parking stalls or affordable housing Bedrooms for DVR's use; (4) DVR will be treated at least as well as, and not less favorably than, any other user of the Approved Project; and (5) any off-season use of Approved Project will be coordinated with the Management Committee so that any space-sharing is equally available to DVR as to any other user of a Parking Project, and DVR's portion shall not be used for off-season programming

that would compete with programming offered by DVR. The obligation to have each Approved Project meet the Minimum Operation Standard shall survive the termination of this Agreement.

6. TERM OF AGREEMENT.

(a) If (i) within ten (10) years after the Effective Date, City (y) fails to submit and obtain DVR's approval for Approved Project(s) with a total value that would have necessitated DVR contributing DVR's Total Commitment hereunder; or (z) fails to submit for certification Approved Projects totaling an amount that would have necessitated DVR contributing DVR's Total Commitment hereunder; or (ii) if a Party fails to perform a material obligation required herein, and any of such failure continues for a period of sixty (60) days following written notice from one Party to the other Party, such Party (subject in all events to the terms of Sections 4(g) and 8(o) of this Agreement) may terminate this Agreement and have no further obligations under this Agreement. If this Agreement is terminated under this Subsection 6(a), DVR remains obligated to implement the Transportation Demand Management Plan required in Section 10 of the February 26, 2025 Conditional Use Permit, PL-21-04811, as amended, including making available during the ski season off-site parking areas.

(b) If not earlier terminated as provided in Section 6(a) or extended by the Parties in writing, this Agreement shall terminate (i) when the total of all DVR Contribution Payments equal the DVR Contribution Cap and the Approved Project(s) is completed; or (ii) upon mutual agreement of the Parties. DVR's obligation to align off-site parking areas with the MPD Amendment and any conditional use permits or subdivision plats for the Snow Park Redevelopment shall survive the termination of this Agreement.

(c) The time periods under Subsection 4(c) for any conditional use permit(s), subdivision plat(s), or other administrative permit(s) or approval(s) related to the Snow Park Redevelopment but specifically excluding the Partial Road Vacation (collectively, the **"Approvals"**) shall remain in effect for ten (10) years from the Effective Date of this Agreement (the **"Tolling Period"**). During the Tolling Period, the expiration or effective periods for such Approvals—whether issued prior to or during the term of this Agreement—shall not begin to run. The expiration and duration provisions under the Park City Land Management Code applicable to such Approvals shall be tolled for the Tolling Period. At the conclusion of the Tolling Period, the applicable expiration timelines set forth in the original Approval or under the Land Management Code shall begin to run. By way of illustration, if the Tolling Period commences on December 15, 2025, then the Snow Park Village Parking Commercial Condominium Plat (PL-25-06418), approved on April 2, 2025, will be tolled until December 15, 2035.

7. APPROVED PROJECT OPERATION. Promptly upon the approval of a Project Proposal to become an Approved Project, or certification of a Pre-Approved Project, City will (i) present to the Management Committee for comment and approval an agreement pursuant to which the Parking Operator will run the day-to-day operation of the Parking Project (the **"Parking Operating Agreement"**); and (ii) ensure that the Parking Project is operated in accordance with the Minimum Operation Standard. City may be the Parking Operator or select the Parking Operator, so long as Minimum Operating Standard is met and the Parking Operator is not a competitor of DVR. The form of Parking Operating Agreement shall be reasonably acceptable to DVR, City, and the Management Committee and shall be subject to compliance with this

Agreement, including the Minimum Operating Standard. Notwithstanding anything to the contrary in this Agreement, DVR shall have no responsibility for operations or maintenance costs of an Approved Project, including, without limitation, costs under the Parking Operating Agreement.

8. MISCELLANEOUS.

(a) **City Council Action Requirement.** The Parties acknowledge that, except for those actions to be taken by City that are expressly identified in this Agreement as expressly authorized in the Resolution, no act, requirement, payment or other agreed-upon action to be taken or performed by City that would, under any federal, state or city constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by City Council, will be required to be done or performed by City unless and until said formal City Council action has been taken and completed in accordance with all applicable laws.

(b) **Institution of Legal Actions.** Any legal actions instituted pursuant to this Agreement must be filed in Summit County, State of Utah, or in the Federal District Court in the District of Utah. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

(c) **Applicable Law.** The laws of the State of Utah will govern the interpretation and enforcement of this Agreement without regard to any conflicts of laws principles.

(d) **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

(e) **Notices Between Parties.** All notices, demands or other writings in this Agreement provided to be given, made or sent by any Party hereto to other Parties must be made in writing and will be deemed to have been fully given, made or sent (i) on the day personally delivered or served; or (ii) on the day delivered is sent by recognized overnight courier service (e.g., FedEx or UPS) for next business day delivery; or (iii) three (3) business days after deposit in the United States mail postage prepaid and sent by registered or certified mail, and in each case addressed as follows:

To City:

Office of the Mayor
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

With copies to:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
Email: pcmc_notices@parkcity.gov

To DVR: Deer Valley Resort Company, LLC
P.O. Box 889
Park City, Utah 84060
Attention: President

With copies to:

Alterra Mountain Company
3501 Wazee Street, Suite 400
Denver, Colorado 80216
Attention: Chief Legal Officer
Email: legal@alterramtnco.com

-and-

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wade R. Budge

The address to which any notice, demand or other writing may be given, made or sent to any Party may be changed by written notice as above provided.

(f) **Conflict of Interests.** No member, official or employee of City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

(g) **Warranty Against Payment of Consideration for Agreement.** DVR warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

(h) **Nonliability of Officials, Partners and Employees.** No member, official or employee of City will be personally liable to DVR, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to DVR or its successor, or on any obligation under the terms of this Agreement. No member, official or employee of DVR will be personally liable to City, or any successor in interest, in the event of any default or breach by DVR or for any amount which may become due to City or its successor, or on any obligation under the terms of this Agreement.

(i) **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(j) **Severability.** In the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

(k) **Captions.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

(l) **Entire Agreement; Waiver and Amendments.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement, including the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A	–	Park City Resolution No. 26-2025
Exhibit B	–	Procedures for Disbursement of Approved Project Costs

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or DVR. All amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

(m) **No Agency Created.** Nothing contained in this Agreement creates any agency relationship between City and DVR. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a Party hereto. The use of the word “partnership” agreement is not intended to create fiduciary duties, each Party affirming that the obligations set forth herein are contractual, and based on the terms set forth herein, and in the documents referenced herein.

(n) **Additional Documents.** City and DVR each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

(o) **Default.** In the event of default under any provision of this Agreement, the non-defaulting Party shall notify the defaulting Party in writing and afford the following cure periods:

(i) In the event any Party is in default under any provision of this Agreement relating to the payment of money, the defaulting Party may cure the default by taking the appropriate and necessary corrective action within ten (10) business days of receiving notice of the default from the non-defaulting Party.

(ii) In the event any Party is in default under any provision of this Agreement relating to such Party's performance other than the payment of money, the defaulting Party may cure the default by taking the appropriate and necessary corrective action within sixty (60) days of receiving notice of the default from the non-defaulting Party; provided that if such default is not capable of being cured in such 60-day period, the Party allegedly in default will not be in default if it commences a cure within such 60-day period and thereafter diligently and continuously prosecutes such actions as are necessary to cure such default.

If the defaulting-Party fails to cure any default within the notice and cure periods set forth above, the non-defaulting Party shall have all remedies available to it at law or in equity.

(p) **Governing Statutes.** References are made in this Agreement to specific sections of the Utah Code. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

(q) **Force Majeure.** In addition to specific provisions of this Agreement, non-performance by any Party hereunder shall not be deemed to be a default where delays are due to war; terrorism; insurrection; strikes, lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics and pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; unusually severe shortages of construction labor or materials; unanticipated delays with respect to governmental licenses, permits, and approvals; in the case of DVR, defaults or delays by City; or a combination of any of the foregoing or any other similar event beyond a Party's reasonable control in each case that materially adversely affects the ability of a Party to perform, but not in any event market or economic conditions ("**Events of Force Majeure**"). In no event shall the payment of money be subject to delay because of Events of Force Majeure. An extension of time for any Event of Force Majeure shall only be for the period of the delay, which period shall commence to run from the later of the time of the commencement of the Event of Force Majeure or thirty (30) calendar days prior to the giving of written notice to the other Party of the Event of Force Majeure. Times of performance under this Agreement may also be extended in writing by the Parties hereto.

(r) **Rights of Lenders.** City is aware that DVR may collaterally assign its rights under this Agreement to obtain financing or refinancing for the DVR Approved Project Contribution or portions thereof, or otherwise secured by the Parking User Agreement in favor of DVR, in whole or in part, from time to time, by one or more third parties (individually a "**Lender**", and collectively the "**Lenders**"); and City hereby consents to such assignment or assignments. In the event of a breach or default by DVR under this Agreement, City shall provide notice of such

event at the same time notice is provided to DVR, to any Lenders previously designated by DVR to receive such notice (the “**Designated Lenders**”) whose names and addresses were provided by written notice to City in accordance with Section 8(e) above and whose names and addresses have been acknowledged in writing by City. City shall give DVR copies of any such notice provided to such Designated Lenders. Upon request by a Lender, City will enter into a separate non-disturbance agreement with a Lender, in a form reasonably approved by City and the Lender. If a Lender is permitted, under the terms of any such non-disturbance agreement with City, to cure the breach or default and/or to assume DVR’s position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of DVR under this Agreement.

(s) **Assignability.**

(i) Except as provided in Section 8(r) above, DVR’s rights and obligations under this Agreement are personal to DVR. DVR shall have the right to assign its rights and interest under this Agreement in whole or in part only with the prior consent of City, not to be unreasonably withheld or delayed;

(ii) City’s rights and obligations under this Agreement shall be non-assignable and non-transferable without the prior express written consent of DVR, not to be unreasonably withheld or delayed.

(t) **Estoppel Certificates.** Each Party shall, within thirty (30) days after receipt of the written request of the other Party or any other interested party (including any Lender), furnish a certificate (a) stating whether, to such certifying Party’s knowledge, (i) this Agreement is in full force and setting forth any amendments to this Agreement, (ii) any breach or default exists under in this Agreement, or any other event exists which, with the passage of time and the giving of any notice required under this Agreement, would constitute a breach or default under this Agreement, (b) confirming the date the periodic Approved Project Contributions are due, (c) any other information related to this Agreement reasonably requested by the requesting Party. The recipient of such certificate, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

(u) **Due Authority.** Each Party acknowledges and warrants that (i) it is fully authorized and empowered to execute this Agreement by and through the individuals executing below, and (ii) this Agreement (and each undertaking of such Party contained herein) constitutes a valid, binding and enforceable agreement of such Party, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the state of Utah

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
Margaret Plane, City Attorney

By: _____

SIGNATURE PAGE TO PROJECT PARTNERSHIP AGREEMENT

DVR:

DEER VALLEY RESORT COMPANY, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

Exhibit A
Park City Resolution No. ____

[See Attached]

Exhibit B
Procedures for Disbursement of Approved Project Costs

I. REQUESTS FOR DISBURSEMENTS.

1. The Development Manager may request disbursements (“**Disbursements**”) of the DVR Approved Project Contribution not more frequently than monthly. Disbursements shall be made upon requisitions in such form as may be prescribed by City and DVR from time to time, signed by an authorized representative of DVR, and approved by City Engineer or by such persons as City Engineer may direct. City shall fund each such requisition within ten (10) business days following receipt of all supporting instruments and documents that City may require pursuant to this Agreement. In connection with Disbursements, City or DVR may require on-site inspections and a review of construction (i) to verify percentage of completion and the estimated cost to complete the Approved Project, and (ii) to certify disbursement requests. Any such inspections shall be for the sole use and benefit of City and DVR, and neither the Development Manager nor any third party shall be entitled to rely thereon for any purpose.
2. Each requisition shall thereby constitute, without the necessity of specifically containing a written statement, a representation and warranty by the Development Manager with respect to the item for which payment is requested that (i) if the item is work or materials, it has been physically incorporated into or stored on the Approved Project site, free of all liens and encumbrances (except for those to be discharged in full with the proceeds of the requested Disbursement), (ii) the item is included in the construction budget and the annual Development Budget, (iii) the cost of the item is as specified in the requisition and construction budget, including any contingency (or if not, that any excess has been paid out by City), (iv) the work, materials or other item substantially conforms to the Plans and Specifications and/or construction budget and all applicable statutes, laws, ordinances, administrative rules, regulations and other legal requirements, (v) the item has been approved by all zoning, building and other governmental officers, offices or departments having jurisdiction and whose approval is required, and (vi) the representations and warranties of the Development Manager contained in the Development Management Agreement are true and correct in all respects as if made on the date of the request for disbursement.

II. AMOUNT OF AND CONDITIONS TO DISBURSEMENTS.

1. The Development Manager shall not be entitled to any Disbursement unless:
 - A. the representations and warranties as specified in Section I shall be true and correct in all material respects at the date of the Disbursement;
 - B. the costs set forth in all prior requisitions which were funded by City have been duly paid by the Development Manager;

- C. the Development Manager shall have furnished to City copies of receipts for the payment of bills and copies of unconditional lien waivers and releases covering work completed and/or materials furnished in connection with the work which was to have been paid from the prior disbursement, each as requested by City;
 - D. no Event of Default exists under this Agreement, the Development Management Agreement, or the Construction Contract, nor any event exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder or thereunder (for purposes of this Exhibit, an “Event of Default” shall mean a breach or default under the applicable document which remains uncured after any applicable notice and cure period provided in such document); and
 - E. if required by City, City has received and approved true, correct and complete copies of (i) the Construction Contract and any subcontracts executed by the Contractor since the last Disbursement and not previously delivered to City, (ii) all construction bonds on the Construction Contract and such subcontracts which have been obtained by the Contractor or such subcontractors, and (iii) all change orders to the Construction Contract and any such subcontracts not previously delivered to City.
2. Provided that the foregoing conditions and the conditions set forth in this Agreement are satisfied, City shall disburse (within the period set forth in Section I(a) above), the amount of the Disbursement requested by the Development Manager, which amount shall not exceed the difference between (A) the cost of construction work in place and any other costs, expenses and fees actually paid or payable by the Development Manager for approved Project Costs as of the date of the request for a disbursement, and (B) any amounts previously disbursed hereunder.

CORPORATE GUARANTY

This Corporate Guaranty (this “**Guaranty**”) is made and entered into as of this ____ day of _____, 2025 (the “**Effective Date**”), by DEER VALLEY DEVELOPMENT COMPANY, a Delaware corporation (“**Guarantor**”) for the benefit of PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (“**City**”).

RECITALS

A. City and DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company (“**DVR**”) are entering into that certain Project Partnership Agreement dated of even date herewith (the “**Agreement**”), which provides for the development of certain regional transportation facilities, including parking and affordable housing, as further defined and described in the Agreement.

B. Pursuant to Section 4(g) of the Agreement, DVR is required to cause Guarantor to issue a corporate guaranty to City to secure DVR's financial obligations to City under the Agreement.

C. Guarantor is an affiliate of DVR and will directly or indirectly benefit from the Agreement between DVR and City.

GUARANTY

NOW THEREFORE, in consideration of the execution and delivery of the Agreement by City, Guarantor, intending to be legally bound, covenants and agrees as follows:

1. RECITALS; DEFINITIONS. The foregoing Recitals are hereby incorporated into this Guaranty by this reference and are made a part hereof. Unless otherwise defined in this Guaranty, all capitalized terms used in this Guaranty have the same definitions as are set forth in the Agreement.

2. GUARANTY. Guarantor hereby unconditionally and irrevocably guarantees to City the payment of DVR’s monetary obligations under the Agreement, provided that Guarantor’s liability shall in no event exceed the DVR Total Commitment (as defined in the Agreement) (the “**Guaranteed Obligations**”). This Guaranty is a guaranty of payment, not of collection, and under no circumstances shall Guarantor be liable for consequential, incidental, special, punitive, or exemplary damages.

3. GUARANTY ABSOLUTE AND CONTINUING.

(a) This Guaranty is an absolute, unconditional and irrevocable guaranty of payment, subject to the terms and limitations set forth herein. It is enforceable against Guarantor without regard to the validity or enforceability of the Agreement as against DVR. Guarantor shall retain only those defenses available to DVR that arise from or relate to the City’s bad faith, gross negligence, or willful misconduct.

(b) This Guaranty shall continue to apply in favor of City notwithstanding any extension, modification, or alteration of the Agreement, and notwithstanding any assignment of the Agreement, with or without the consent of City.

(c) All property of Guarantor, whether sole and separate, shall be available to satisfy the obligations created by this Guaranty, to the extent permitted by applicable law.

(d) This Guaranty shall remain in effect until the complete payment of the DVR Total Commitment, or the termination of the Agreement pursuant to Section 6 thereof.

4. INDEPENDENT OBLIGATIONS; NO IMPAIRMENT OF GUARANTY.

(a) Guarantor's obligations under this Guaranty are independent of those of DVR or any other guarantor. City may bring a separate action against Guarantor without first commencing any action against DVR; provided, however, that City shall provide Guarantor with a copy of any written demand made upon DVR for payment or performance. Guarantor hereby waives any right to require City to proceed against any other person or to proceed against or exhaust any security held by it at any time or to pursue any other remedy before proceeding against Guarantor. City's rights under this Guaranty shall not be exhausted by any action of City until all of the Guaranteed Obligations have been fully performed.

(b) Neither Guarantor's obligation to make payment or render performance in accordance with the terms of this Guaranty nor any remedy for the enforcement hereof shall be impaired, modified, changed, released, or limited in any manner whatsoever by any discharge, impairment, modification, change, release, or limitation of the liability of DVR, Guarantor, or their estates in bankruptcy.

5. NOTICE TO GUARANTOR. City will use reasonable efforts to provide Guarantor with a copy of any notice of default delivered to DVR at the same time or as soon as reasonably practicable thereafter. City's inadvertent failure to provide such notice will not relieve Guarantor of its obligations, but the City agrees to correct any such omission promptly upon becoming aware of it.

6. REIMBURSEMENT OF CITY'S COSTS AND EXPENSES. City shall be entitled to recover from Guarantor only those reasonable, out-of-pocket costs and expenses (including reasonable attorney's fees) actually incurred by City in enforcing this Guaranty, but solely to the extent City is the prevailing party in any action or proceeding brought against Guarantor under this Guaranty. Any such amounts shall be payable by Guarantor within thirty (30) business days after City's written demand accompanied by reasonable supporting documentation. No interest shall accrue on such amounts unless and until a final, non-appealable judgment is entered against Guarantor, in which case interest shall accrue at the rate set forth in such judgment.

7. GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor makes the following representations and warranties, which are deemed to be

continuing representations and warranties until payment and performance in full of the Guaranteed Obligations:

(a) Guarantor has all requisite power and authority to execute, deliver, and be legally bound by this Guaranty on the terms and conditions herein stated, and such execution, delivery, and performance have been duly authorized by all necessary corporate action of Guarantor.

(b) Guarantor has all the requisite power and authority to transact any other business with City as necessary to fulfill the terms of this Guaranty.

(c) This Guaranty constitutes the legal, valid and binding obligations of Guarantor enforceable against Guarantor in accordance with its terms.

(d) To Guarantor's knowledge, neither the execution and delivery of this Guaranty nor the consummation of the transaction contemplated hereby will, with or without notice and/or lapse of time: (i) constitute a breach of any of the terms and provisions of any note, contract, document, agreement or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject; (ii) accelerate or constitute any event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness; (iii) conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality; or (iv) conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation.

(e) To Guarantor's knowledge, no consent of any other person and no consent, approval or authorization of any person or entity is required in connection with the valid execution, delivery or performance by Guarantor of this Guaranty.

(f) Guarantor represents that, as of the date hereof, it has sufficient assets and tangible net worth to timely pay and perform all of the Guaranteed Obligations.

8. NOTICES. All notices, demands and other communications with, to, from or upon Guarantor and City required or permitted hereunder shall be in writing, transmitted by hand delivery, e-mail, facsimile, prepaid express delivery service, or certified mail, postage prepaid, return receipt requested, and addressed to the parties at their respective addresses as follows: (a) with respect to City, to the notice address(es) for City under the Agreement; and (b) with respect to Guarantor, to the notice address specified on the signature page of this Guaranty; or (c) as to either, at such other address as shall be designated in a written notice to the other complying with the terms of this Section. All such communications shall be deemed given and received and shall be effective: (i) on the date which the notice is delivered, if notice is given by hand delivery; (ii) on the date of actual receipt, if the notice is sent by express delivery services; (iii) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid; or (iv) when transmitted properly, in the case of e-mail or facsimile transmission, with an e-mail or facsimile being deemed to have been properly transmitted as of the date of successful transmission of the entire notice and confirmed receipt thereof, provided that if successful transmission is completed after 5:00 p.m. local Utah

time on such day, then the e-mail or facsimile transmission will be deemed to have been given and received and become effective on the next succeeding business day.

9. INDUCEMENT; NO ASSIGNMENT. Guarantor acknowledges that the undertakings given in this Guaranty are given in consideration of City's entering into the Agreement and that City would not enter into the Agreement but for the execution and delivery of this Guaranty. Guarantor's obligations hereunder are personal to Guarantor and Guarantor may not assign or delegate any of its obligations under this Guaranty without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

10. SUCCESSORS AND ASSIGNS; BINDING EFFECT. The provisions of this Guaranty shall be binding upon Guarantor and Guarantor's successors in title.

11. GOVERNING LAW; JURISDICTION AND VENUE. This Guaranty shall be governed by and construed under the internal laws of the State of Utah, and no other state's laws shall be applicable thereto. Guarantor hereby unconditionally consents and agrees that any legal action brought under this Guaranty may be brought, and shall only be brought, in the Third Judicial District Court, State of Utah, or in the Federal District Court in the District of Utah, and Guarantor hereby unconditionally consents to the jurisdiction of such courts in connection with any cause of action brought by or against DVR and/or Guarantor in any way directly or indirectly related to the Agreement or this Guaranty.

12. WAIVER OF TRIAL BY JURY. GUARANTOR WAIVES TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE ARISING WITH RESPECT TO, BY REASON OF, OR RELATING TO THIS GUARANTY, THE AGREEMENT OR ANY AGREEMENT COLLATERAL TO THE AGREEMENT OR THIS GUARANTY.

13. ATTORNEY'S FEES. If any action is brought by either party in respect to its rights under this Guaranty, in addition to any other relief which may be granted, whether legal or equitable, the prevailing party will be entitled to recover from the losing party its reasonable attorneys' fees and court costs as determined by the court. Attorneys' fees recoverable pursuant to this Section 13 shall be subject to the limitations set forth in Section 6.

14. PARTIAL INVALIDITY. If any one or more of the covenants, provisions or terms of this Guaranty is, in any respect, held to be invalid, illegal or unenforceable for any reason, the remaining portion thereof and all other covenants, conditions, provisions, and terms of this Guaranty will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

15. WRITING REQUIRED. No provision of this Guaranty or City's rights hereunder may be waived or modified, nor can Guarantor be released from its obligations hereunder, except by a writing executed by City. No such waiver shall be applicable except in the specific instance for which it is given.

16. REMEDIES CUMULATIVE. All remedies of City against DVR and Guarantor are cumulative.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the Effective Date.

DEER VALLEY DEVELOPMENT COMPANY,
a Delaware corporation

Its: _____

Deer Valley Development Company
3501 Wazee St., Suite 400
Denver, CO 80216
Attn: Legal Department

STATE OF _____)
) ss.
County of _____)

Notary Public

Resolution No. 26-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PROJECT PARTNERSHIP AGREEMENT, CONTEMPLATED IN THE DECEMBER 14, 2023 LETTER OF INTENT, BETWEEN PARK CITY MUNICIPAL CORPORATION (THE “CITY”) AND DEER VALLEY RESORT (“DVR”)

WHEREAS, on December 14, 2023, the City Council unanimously approved Resolution 24-2023, authorizing the Mayor to execute a non-binding Letter of Intent regarding a public private partnership with Deer Valley Resort; and

WHEREAS, that Letter of Intent requires the City and DVR to negotiate an agreement to conform the mechanics for the use of DVR’s \$15,000,000 contribution for a regional, off-site, parking and transportation facility; and

WHEREAS, on December 14, 2023, the City Council also unanimously approved Ordinance 2023-56, authorizing the vacation of a portion of Deer Valley Drive right-of-way, in contemplation of including the property within the Snow Park Village site plan; and

WHEREAS, the Ordinance and Letter of Intent contemplate that the City Council would provide for the creation of Deer Valley Snow Park Public Utility Infrastructure Districts, which the City Council unanimously approved in Resolution 01-2025 on March 26, 2025; and

WHEREAS, the Ordinance requires the parties to enter into an agreement consistent with the Letter of Intent, before recordation of a Final Plat; and

WHEREAS, the proposed agreement is consistent with the Ordinance and the Letter of Intent and it will enhance the effectiveness of cooperative efforts between the parties regarding long-term, regional transportation and traffic mitigation, as well as affordable housing solutions, associated with the Snow Park base area redevelopment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

1. The recitals are incorporated herein.
2. The City Council hereby approves and authorizes the Mayor to execute the Project Partnership Agreement between Park City Municipal Corporation and Deer Valley Resort attached as Exhibit A, in a form approved by the City Attorney.
3. This resolution shall be effective upon publication.

PASSED AND ADOPTED this 18th day of November, 2025.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

City Recorder

Approved as to form:

Margaret Plane, City Attorney

EXHIBIT A TO RESOLUTION - PROJECT PARTNERSHIP AGREEMENT



City Council Staff Report

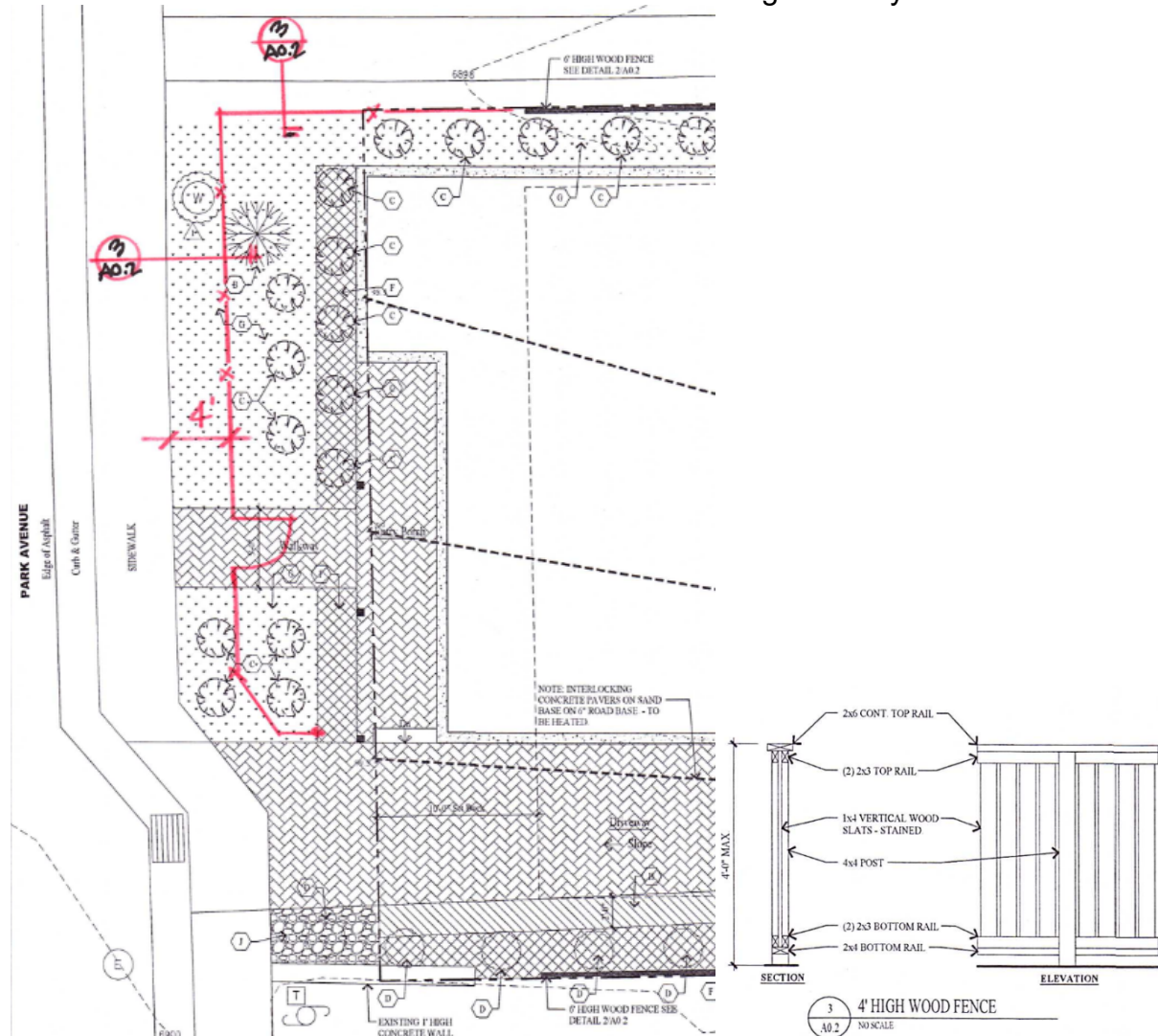
Subject: 1304 Park Avenue Fence Encroachment
Author: Becky Gutknecht, P.E., Assistant City Engineer
Department: Engineering
Date: November 18, 2025

Recommendation

Consider a request to approve an encroachment agreement for a fence within the right-of-way at 1304 Park Avenue.

Executive Summary

The applicant is requesting that Council approve an encroachment agreement (see Exhibit A—Encroachment Agreement—1304 Park Ave Fence) allowing them to reinstall a fence on the Park Ave. side of their home within the right-of-way.



The home had a fence along the sidewalk on Park Ave. for decades, but it is not designated historic. In the process of their remodel and addition to the historic home, the fence was removed.

The applicant is proposing to reinstall the fence with a 4-foot snow storage buffer between the sidewalk and their proposed fence, thus improving the condition from what was previously installed.

Fencing within the right-of-way along Park Ave. is a common condition. An encroachment agreement would officially document the fence and include the owner's acknowledgment that if, at any point, work on Park Ave. expands into the right-of-way, they agree to remove the fence at their cost.

Analysis

The applicant was issued a Building Permit in November of 2023 to remodel and build an addition onto the existing historic home. The home had a fence along the sidewalk on Park Ave. for decades, but as the fence has been changed over time, and is not specifically listed on the Historic Site Form (see *Exhibit B – 1304 Park Ave – Historic Site Form*), the fence is not designated historic. The Historic Site Form also includes many pictures showing the fence along the Park Ave. side of the property over many years. Below, you can see a picture of the previous fence at this home. During the construction of the addition and remodel, the fence was removed.



The applicant is requesting Council approve an encroachment agreement allowing them to reinstall a fence within the right-of-way on the Park Ave. side of their home. The

proposed fence is 4-foot high, wooden, and complies with Land Management Code 15-13-2, *Regulations For Historic Residential Sites*.

Park Ave. has many properties with fences immediately adjacent to the sidewalk (see *Exhibit C – Park Ave. Fence Examples* showing 5 additional homes within the block on the north side of Park Ave. with similar fences). The applicant, at the request of Public Works and Engineering, has agreed to locate the fence 4 feet from the sidewalk to allow for a snow storage buffer. This modification allows them to maintain a fence along Park Ave. as is common to Park Ave. properties, but improves the condition by providing for snow storage.

The Engineering Department has evaluated this Encroachment Agreement request. Because it complies with other regulations, allows for improved snow storage, and is in character with adjacent properties, we recommend its approval.

Exhibits

- A. Encroachment Agreement – 1304 Park Ave. Fence
- B. 1304 Park Ave – Historic Site Form
- C. Park Ave. Fence Examples

When recorded please return to:
Park City Municipal Corporation
Attn: Engineering Department
PO Box 1480
Park City UT 84060

ENCROACHMENT AGREEMENT

Street Address: 1304 Park Ave.

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and David Schuelke (*Owner(s)*) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 1304 Park Ave. (*street address*), Park City, Utah. Subject to the following terms and conditions of this agreement, the Owner shall have the right to construct and maintain a fence within the City right-of-way of Park Ave. (*street name*).

1. This encroachment agreement shall be appurtenant to the following described property:

SA-275-A / _____ / _____
Parcel # *Lot#* *Subdivision*

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the street right-of-way shall consist of fence & sidewalk. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of _____ all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to Park Ave. (*street name*) at this location and widen the streets to full width of the right-of-way and City property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

PROPERTY OWNER

[Signature]

*Owner's Signature

DAVID Schuelke

Owner's Name (Printed)

1304 PARK AVE

Mailing Address

818 402 8681

Phone Number

dauc@twinhomeexperts.com

Email

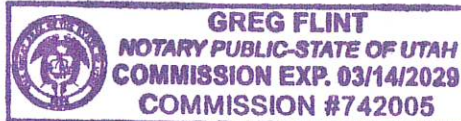
*If doing business as an LLC proof must be provided that the signatory can sign for the LLC.

STATE OF UTAH)

COUNTY OF SUMMIT)
SS

On the 11th day of September, 2025, David M. Schuelke personally appeared before me Greg Flint Notary Public who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledge to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

[Signature]
Notary Public Signature



PARK CITY MUNICIPAL CORPORATION

DATED this _____ day of _____, 20__

PCMC City Engineer Signature

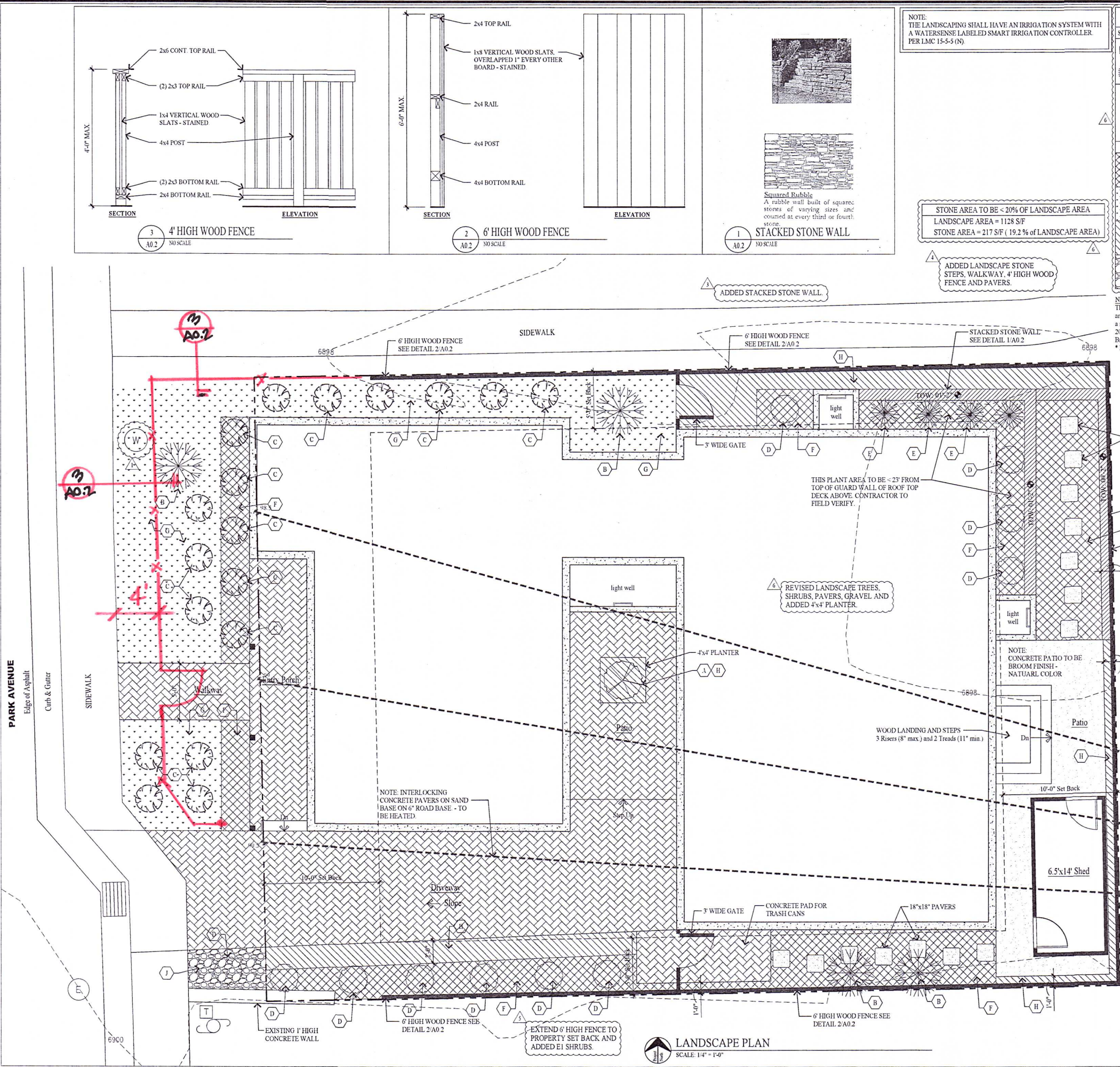
STATE OF UTAH)

COUNTY OF SUMMIT)
SS

On the ____ day of _____, 20____, _____ personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledge to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

Notary Public Signature

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED.



PLANT SCHEDULE

SYMBOL	KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
DECIDUOUS TREES							
(A)	1	Medora Juniper	Juniperus Scopulorum	3" Dia.	6'-10'		
(B)	4	Swedish Columnar Aspen	Populus Tremula Erecta	3" Dia.	6'-10'		
SHRUBS							
(C)	18	Russian Sage		1 Gal.			Spacing as noted on plan
(D)	11	Tall Karl Forester		1 Gal.			Spacing as noted on plan
(E)	4	Lavender		1 Gal.			Spacing as noted on plan
GROUND COVER and HYDROSEEDING							
(F)	459 S/F	Wood Chips		Small			3" Thick Layer
(G)	463 S/F	Native Grass Seed Mix		1 lb/1500	Hydroseed		See seed mix below
(H)	192 S/F	Crushed Stone		2"			
(I)	25 S/F	Crushed Stone		4"			

NATIVE GRASS SEED MIX

The seed mix shall be utilized in areas specified for native grasses. This mixture shall be applied at a sufficient rate so that germination and subsequent coverage reaches 80% in a representative 10'x10' area. If coverage does not reach 80% reseeded must occur. Apply at a rate of 80 lbs / acre on the following percentages:
20% Crested Wheatgrass, 10% Streambank Wheatgrass, 20% Pubescent Wheatgrass, 15% Perennial Ryegrass, 15% Mountain Bromegrass, 10% Indian Ryegrass, 10% Alpine Bluegrass.
* In addition, add 10 lbs / acre each of Linum lewisii and Penstemon Eatoni with native grass seed mixture.

PLANTING NOTES

- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTORS RESPONSIBILITY.
- ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMANS STANDARD SPECIFICATIONS.
- ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
- CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
- CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
- IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
- NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
- SHRUB BEDS SHALL RECEIVE 6" OF TOPSOIL.
- ALL SHRUB BEDS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
- SHRUB BED EDGING SHALL BE PRESSURE TREATED WOOD OR "TREX" EDGING. IT SHALL SEPARATE ALL SHRUB BEDS' NATIVE GRASS LOCATIONS.
- ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
- ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING AND PROPERLY DISCARDED.
- NO BARE ROOT STOCK SHALL BE USED.

BUILDING SHALL COMPLY WITH THE PROVISIONS IN THE (WUD) WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21

1. Section 603.5, is added and shall read as follows:

603.5 Home Ignition Zone:

603.5.1 Purpose. All structures must meet the following wildfire preparation requirements in regards to vegetation.

603.5.2 Ignition Zones. Areas around the structure shall be classified as Immediate (0-5 feet from the structure), Intermediate (5 to 30 feet from the structure), and Extended (30 to 100 feet from the structure).

603.5.2.1 Immediate Ignition Zone. The immediate Ignition Zone shall extend from zero (0) to five (5) feet from the structure, any overhang, or deck attached to the structure and shall meet the following requirements:

- All dead and dying vegetation must be removed from within five (5) feet of the structure.
- All vegetation must be on the approved list (Refer to Municipal Code Section 14-1-5).
- All trees must be trimmed so as to be no closer than 10 feet from an active wood burning chimney. Distance from natural gas direct vent shall follow manufacturer recommendations.

603.5.2.2 Intermediate Ignition Zone. The Intermediate Ignition Zone shall extend from the edge of the Immediate Ignition Zone to a distance not to exceed 30 feet, which may include an area outside the established LOD and shall meet the following requirements:

- All vegetation in this zone must be on the approved list. See Municipal Code Section 14-1-5 (Also see 2006 Utah Wildland Urban Interface Code Appendix B).
- All dead and dying vegetation shall be removed.
- Grasses must be kept to a maximum of 4 inches in height above ground.
- Vegetation under trees shall be removed so as to preclude the ladder effect of a ground fire from spreading into the tree crown.
- Trees taller than 10 feet and less than 15 feet must have all branches removed from within four (4) feet of the ground as measured from the highest point of the ground below the canopy of the tree.
- Trees greater than 15 feet must have all branches removed from within six (6) feet of the ground as measured from the highest point of the ground below the canopy of the tree.
- Trees and shrubs must be clustered with the canopies of the clusters being no closer than 18 feet to the next closest cluster.
- No single tree cluster shall exceed five (5) trees or cover more than 15% of the Intermediate Ignition Zone, whichever is lesser.

Exception: Structures meeting all of the requirements labeled in sub-section C items 1 through 4 and at least 3 of the items labeled 5 through 9 listed in Section 603.4.3 are not required to meet items 5 through 8 above. Notwithstanding any exception, all landscaping in the Intermediate Ignition Zone must be such that a ground fire is not likely to spread into the tree canopy.

603.5.2.3 Extended Ignition Zone. The Extended Ignition Zone shall extend from the edge of the Intermediate Ignition Zone to a distance not to exceed 100 feet, which may include an area outside of the established LOD, and shall meet the following requirements:

- All dead and dying vegetation shall be removed.
- Small conifers growing between trees may be removed in the context of clumping, clustering, and thinning, in accordance with Section 603.4.
- Trees greater than 15 feet must have all branches removed from within six (6) feet of the ground as measured from the highest point of the ground below the canopy of the tree.
- Trees and shrubs must be clustered with the canopies of the clusters being no closer than 12 feet to the next closest cluster.
- No single tree cluster shall exceed 5 trees or cover more than 25% of the Extended Ignition Zone, whichever is lesser.
- Exception: Structures meeting all of the items listed in Section 603.4 are not required to meet items 3 through 5 above. Notwithstanding any exception, all landscaping in the Extended Ignition Zone must be such that a ground fire is not likely to spread into the tree canopy.



Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

SCHUELKE RESIDENCE

PROJECT DESCRIPTION

1304 PARK AVENUE, PARK CITY, UTAH 84060

LANDSCAPE PLAN

SHEET DESCRIPTION

REVISIONS
AUGUST 13, 2024
DEC. 12, 2024
MAY 07, 2025
JUNE 10, 2025
AUGUST 25, 2025

DATE:
FEBRUARY 07, 2023

PROJECT NUMBER:
2202-01

SHEET NUMBER:

A0.2

FENCE ENCROACHMENT EXHIBIT



HISTORIC SITES INVENTORY HISTORIC SITE FORM

PARK CITY MUNICIPAL CORPORATION



IDENTIFICATION

Property Name (if any): David F. and Elizabeth Condon House

Address: 1304 Park Avenue

Date of Construction: c. 1885

City, County: Park City, Summit County, Utah

Architect/Builder, if known: unknown

Tax Number: SA-275-A

Current Owner: Jeffrey and Fiona Volmrich (H/W jt.)

Legal Description (include acreage): BEG AT A PT WH IS 481.00 FT N 54°01' E & 500.00 FT S 35°59' E FROM THE NW COR OF BLK 24 SNYDERS ADDITION TO PARK CITY; TH S 54°01' W 75.00 FT; TH S 35°59' E 55.00 FT; TH N 54°01' W 75.00 FT; TH S 35°59' E 55.00 FT; TH N 54°01' E 75.00 FT; TH N 35°00' W 55.00 FT TO THE PT OF BEG CONT 0.10 AC 578-506 754-600 (REF:1044-445) 1044-446 1134-627 1136-40 (NOTE: QCD-1134-627 HAS NOTARY STAMP BUT NO SIGNATURE) 1148-344-350 1577-1946

STATUS / USE

Original Use: single dwelling

Current Use: single dwelling

Property Type:

☒ Building

☐ Structure

☐ Site

National Register of Historic Places:

☒ Eligible

☐ Ineligible

☐ Listed, Date:

Evaluation:

☒ Landmark Site

☐ Significant Site

☐ Non Historic

DOCUMENTATION

Photographs:

☒ Tax Photos

☒ Prints:

Research Sources:

☒ Sanborn Maps

☐ tax Card

☒ City/ County Histories

☐ Personal Interviews

☒ Newspapers

☐ Other:

☐ Historic☒ Census Records☒ Park City Museum

DESCRIPTION

Architectural Style: T/L cottage type

No. Stories: 1.5

Number of Associated Structures: ☐ Accessory building(s). # ☐ Structure(s). #

Condition: ☒ Good ☐ Fair ☐ Poor ☐ Uninhabitable/Ruin

Location: ☒ Original location ☐ Moved (Date: ,original location:)

Materials: (Describe the visible materials)

Exterior Walls: Drop siding

Foundation: Not verified

Roof: Cross-wing roof from sheathed in asphalt shingles

Windows/Doors: Double-hung sash type and a grouping of three single light with larger center window flanked by narrow fixed casements

Additions: ☐ Major ☒ Minor ☐ None

Alterations: ☐ Major ☒ Minor ☐ None

Describe Additions/ Alterations (Dates):

Essential Historic Form: ☒ Retains

☐ Does Not Retain

NARRATIVE DESCRIPTION OF PROPERTY

(Briefly describe the property and its setting. Include a verbal description of the location; a general description of the property including the overall shape, number of stories, architectural style, materials, shape of roof; identify and describe any associated structures; identify any known exterior additions and/or alterations.)

The house at 1304 Park Avenue was described in a 1984 National Register nomination form as follows:

“This house is a one story frame T/L cottage with a gable roof. It is a T/L cottage by addition. A cross-wing was added to an existing hall and parlor house to form a T/L cottage. This was a common method for expanding and at the same time updating a small house. The 1907 Sanborn Insurance Map shows 1304 Park as a hall and parlor house. The cross-wing therefore was added sometime after 1907. As is typical of houses that are T/L cottages by addition, the facade of the original hall and parlor house remains on the stem-wing with a door centered between two double hung sash windows. A porch spans the length of that section. The cross-wing was built of drop siding

that matches the siding of the original section. A three part horizontal window pierces the gable end of the cross-wing, and a similar window replaced an original double hung window on the south end of the stem-wing. That window change is minor and unobtrusive. There is a rear shed extension attached to the stem-wing which is probably original, or was built shortly after the original construction. Whether the extension is original or not, in-period additions are part of Park City's architectural vocabulary. Although in many cases an extension represents a major alteration of the original house, it usually contributes to the significance of a house because it documents the most common and acceptable method of expansion of the small Park City house. This house does not maintain its original integrity as a hall and parlor house. It, however, was altered within the mining boom era and documents a common method of expansion, the change of a hall and parlor house to a T/L cottage by the addition of a cross-wing. It therefore maintains its integrity as another significant type, the T/L cottage by addition."

The house has not undergone any major alterations since the time of this description. A slight alteration is seen in the gable end, where a tall window has been added. A lattice work in the porch area was placed in the porch area in the 1995 photo, but has since been removed. A driveway has also been added on the right side of the house, but it consists of dirt and gravel, and does not alter the character of the house. The overall form and materiality of the building remains intact and the building retains its historic value.

SIGNIFICANCE

Historic Era:

- ☒ Settlement & Mining Boom Era (1868-1893)
- ☐ Mature Mining Era (1894-1930)
- ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Narrative Statement of Significance:

(Briefly describe those characteristics by which this property may be considered historically significant.)

The history of this house was detailed in the 1984 National Register nomination form as follows:

"Built c.1885, the David F. and Elizabeth Condon House at 1304 Park is architecturally significant as one of about 34 extant T/L cottages by addition in Park City, 11 of which are included in this nomination. The T/L cottage was one of three popular Park City house forms that was built in the late nineteenth century. T/L cottages by addition make up 9% of the total number of in-period buildings in Park City, and represent 30% of the total number of houses with T/L plans. The T/L cottage resulted from the addition of a cross-wing to an existing hall and parlor house, and is significant because it documents the most common major method of expanding a small mining town cottage.

The original hall and parlor section of this house was probably built for David F. and Elizabeth Condon, possibly as early as the late 1870s and by at least 1898. The estimated date of construction, c. 1885, is a compromise between those parameters, since there is no evidence to conclusively prove its actual construction date. David F. Condon was born in Louisiana c. 1848 and came at an unknown date to Park City, where he worked in one of the

mills. His wife, Lizzie, was born in Illinois c. 1852. David died during the 1880s or 1890s, and in 1898 Elizabeth sold this house to William and Drucilla Cunningham.

William Cunningham, born in California in 1866, worked as a teamster in Park City around the turn of the century. His wife, Drucilla, whom he married c. 1893, was born in Utah in 1873. They had at least two children. The addition to this house, which changed its form to that of a T/L cottage, was probably built by the Cunningham's c. 1910, as indicated by the Sanborn Insurance Maps. The Cunningham's sold this house in 1916 to Edward L. Berry, whose family continued to own it until 1977."

Further research has uncovered more information on Edward Berry, also known as Lawrence Berry. There was another Edward Berry that was living in Park City at the time, whose wife was also Leona Berry, but he would go by William Edward Berry; they lived at 605 Woodside Avenue. Lawrence Berry appears on the 1920, 1930, and 1940 censuses. The censuses list him as being a machinist, blacksmith, and laborer, respectively, each time working for a mine. He lived until 1971, and was Park City's oldest resident when he died. His family continued to own the home until 1977. It is currently owned by Jeffrey and Fiona Volmrach.

REFERENCES

- Boutwell, John Mason and Lester Hood Woolsey. *Geology and Ore Deposits of the Park City District, Utah*. White Paper, Department of the Interior, United States Geological Survey. Washington: Government Printing Office, 1912.
- Carter, Thomas and Peter Goss. *Utah's Historic Architecture, 1847-1940*. Salt Lake City: Center for Architectural Studies, Graduate School of Architecture, University of Utah and Utah State Historical Society, 1988.
- Hampshire, David, Martha Sonntag Bradley and Allen Roberts. *A History of Summit County*. Coalville, UT: Summit County Commission, 1998.
- National Register of Historic Places. Park City Main Street Historic District. Park City, Utah, National Register #79002511.
- Peterson, Marie Ross and Mary M. Pearson. *Echoes of Yesterday: Summit County Centennial History*. Salt Lake City: Daughters of Utah Pioneers, 1947.
- Pieros, Rick. *Park City: Past & Present*. Park City: self-published, 2011.
- Randall, Deborah Lyn. *Park City, Utah: An Architectural History of Mining Town Housing, 1869 to 1907*. Master of Arts thesis, University of Utah, 1985.
- Ringholz, Raye Carleson. *Diggings and Doings in Park City: Revised and Enlarged*. Salt Lake City: Western Epics, 1972.
- Ringholz, Raye Carleson and Bea Kummer. *Walking Through Historic Park City*. Self-published, 1984.
- Thompson, George A., and Fraser Buck. *Treasure Mountain Home: Park City Revisited*. Salt Lake City: Dream Garden Press, 1993.

PHOTOS

(Provide several clear historical and current photos of the property as well as locational maps indicating the location of the property in relation to streets or other widely recognized features.)

1304 Park Avenue, Park City, Summit County, Utah

Intensive Level Survey—Biographical and Historical Research Materials



Tax photo c. 1940



David F. and Elizabeth Condon House
1304 Park
Park City, Summit County, Utah

Southwest corner

Photo by Debbie Temme, October 1983
Negative: Utah State Historical Society



David F. and Elizabeth Condon House
1304 Park Avenue, Park City, Summit County, Utah
Southwest Corner

Photo by Debbie Temme, October 1983
Negative: Utah State Historical Society







1304 Park Avenue. Northwest oblique. November 2013.



1304 Park Avenue. West elevation. November 2013.



1304 Park Avenue. Southwest oblique. November 2013.

MAPS

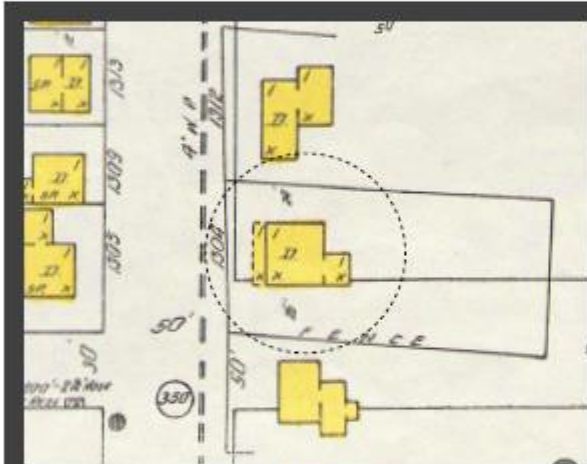
1304 Park Avenue, Park City, Summit County, Utah
Intensive Level Survey—Sanborn Map history

Outside of extents of 1889 Sanborn

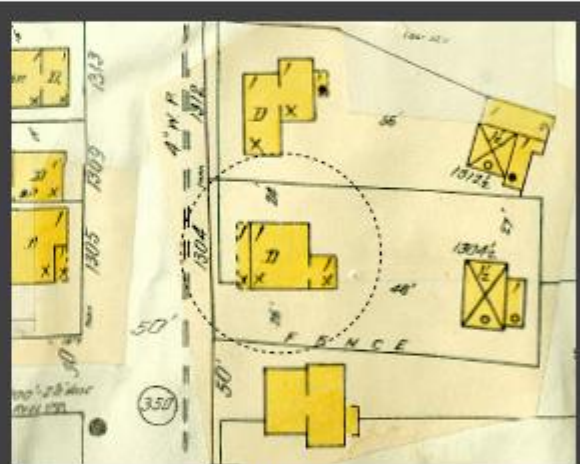
1889

Outside of extents of 1900 Sanborn

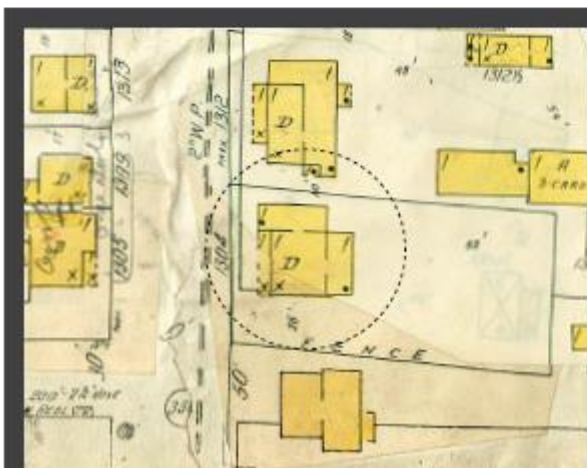
1900



1907



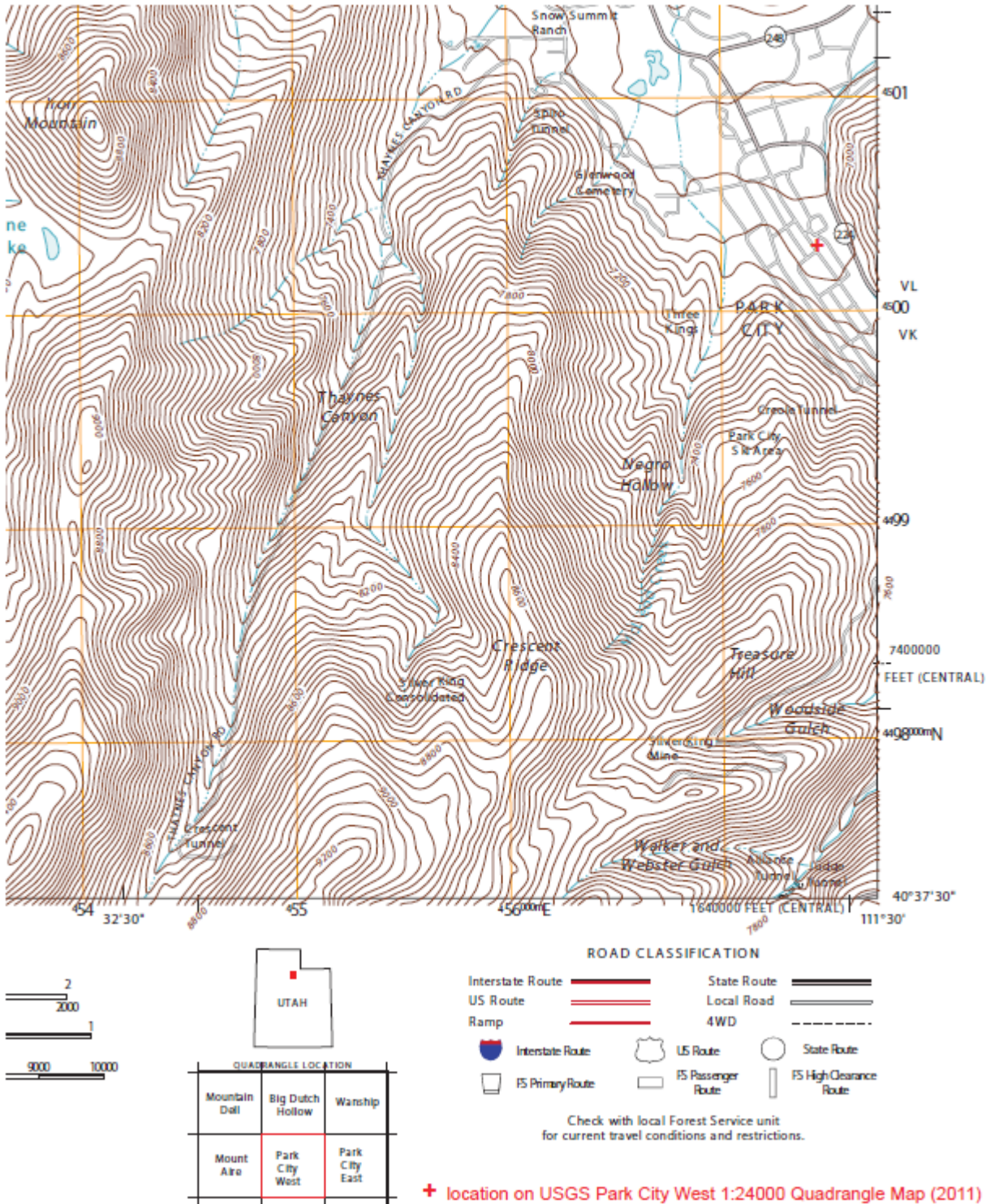
1929



1941

1304 Park Avenue, Park City, Summit County, Utah

Intensive Level Survey—USGS Map



DOCUMENTS

Utah State Historical Society
Historic Preservation Research Office

Property Type:

Site No. _____

Structure/Site Information Form

IDENTIFICATION 1

Street Address: 1304 Park UTM: 12 457530 4500110

Park City, Summit County, Utah
Name of Structure: David F. and Elizabeth Condon House T. R. S.

Present Owner: Mr. and Mrs. John Roberts

Owner Address: P.O. Box 726, Park City, Utah 84060

Year Built (Tax Record): Effective Age: Tax #: SA 275

Legal Description Kind of Building: Snyder's

Beginning South 54 degrees 01 minutes West 244 feet from Southeast corner Block 24, Addition
to Park City Survey thence North 35 degrees 59 minutes West 30 feet North 54 degrees
01 minutes East 150 feet, South 35 degrees 59 minutes East 30 feet, South 54 degrees
01 minutes West 150 feet to beginning. Also half of 13th Street, Park City Survey,
commencing at point South 54 degrees 01 minutes West 244 feet from Southeast
(see continuation sheet)

STATUS/USE 2

Original Owner: probably David F. & Elizabeth Condon Construction Date: c. 1885 Demolition Date:

Original Use: Residence Present Use:

Building Condition: Integrity: Preliminary Evaluation: Final Register Status:

<input type="checkbox"/> Excellent	<input type="checkbox"/> Site	<input type="checkbox"/> Unaltered	<input checked="" type="checkbox"/> Significant	<input type="checkbox"/> Not of the	<input type="checkbox"/> National Landmark	<input type="checkbox"/> District
<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Ruins	<input type="checkbox"/> Minor Alterations	<input type="checkbox"/> Contributory	Historic Period	<input type="checkbox"/> National Register	<input type="checkbox"/> Multi-Resource
<input type="checkbox"/> Deteriorated		<input checked="" type="checkbox"/> Major Alterations	<input type="checkbox"/> Not Contributory		<input type="checkbox"/> State Register	<input type="checkbox"/> Thematic

DOCUMENTATION 3

Photography: Date of Slides: 1983 Slide No.: Date of Photographs: 1983 Photo No.:

Views: ☐ Front ☐ Side ☐ Rear ☐ OtherViews: ☐ Front ☐ Side ☐ Rear ☐ Other

Research Sources:

<input checked="" type="checkbox"/> Abstract of Title	<input checked="" type="checkbox"/> Sanborn Maps	<input checked="" type="checkbox"/> Newspapers	<input type="checkbox"/> U of U Library
<input checked="" type="checkbox"/> Plat Records/Map	<input type="checkbox"/> City Directories	<input type="checkbox"/> Utah State Historical Society	<input type="checkbox"/> BYU Library
<input checked="" type="checkbox"/> Tax Card & Photo	<input type="checkbox"/> Biographical Encyclopedias	<input type="checkbox"/> Personal Interviews	<input type="checkbox"/> USU Library
<input type="checkbox"/> Building Permit	<input checked="" type="checkbox"/> Obituary Index	<input type="checkbox"/> LDS Church Archives	<input type="checkbox"/> SLC Library
<input type="checkbox"/> Sewer Permit	<input checked="" type="checkbox"/> County & City Histories	<input type="checkbox"/> LDS Genealogical Society	<input checked="" type="checkbox"/> Other Census Records

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

1880 Census Records. Summit County, Park City Precinct, p. 6.
1900 Census Records. Summit County, Park City Precinct, pp. 162-A, 164-B.

Researcher: Roger Roper

Date: 4/84

Street Address: 1304 Park

Site No:

4
ARCHITECTURE

Architect/Builder: Unknown

Building Materials: Wood

Building Type/Style: T/L Cottage by Addition

Description of physical appearance & significant architectural features:
(Include additions, alterations, ancillary structures, and landscaping if applicable)

This house is a one story frame T/L cottage with a gable roof. It is a T/L cottage by addition. A cross-wing was added to an existing hall and parlor house to form a T/L cottage. This was a common method for expanding and at the same time updating a small house. The 1907 Sanborn Insurance Map shows 1304 Park as a hall and parlor house. The cross-wing therefore was added sometime after 1907. As is typical of houses that are T/L cottages by addition, the facade of the original hall and parlor house remains on the stem-wing with a door centered between two double hung sash windows. A porch spans the length of that section. The cross-wing was built of drop siding that matches the siding of the original section. A three part horizontal window pierces the gable end of the crosswing, and a similar window replaced an original double hung window on the south end of the stem-wing. That window change is minor and unobtrusive. There is a rear shed extension attached to the stem-wing which is probably original, or was built shortly after the original construction. Whether the extension is original or not, in-period additions are part of Park City's architectural vocabulary. Although in many cases an extension represents a major alteration of the original house, it usually contributes to the significance of a house because it documents the most common and acceptable method of expansion of the small Park City house.

(See continuation sheet)

5
HISTORY

Statement of Historical Significance:

Construction Date: c. 1885

Built c.1885, the David F. and Elizabeth Condon House at 1304 Park is architecturally significant as one of about 34 extant T/L cottages by addition in Park City, 11 of which are included in this nomination. The T/L cottage was one of three popular Park City house forms that was built in the late nineteenth century. T/L cottages by addition make up 9% of the total number of in-period buildings in Park City, and represent 30% of the total number of houses with T/L plans. The T/L cottage resulted from the addition of a cross-wing to an existing hall and parlor house, and is significant because it documents the most common major method of expanding a small mining town cottage.

The original hall and parlor section of this house was probably built for David F. and Elizabeth Condon, possibly as early as the late 1870s¹ and by at least 1898.² The estimated date of construction, c. 1885, is a compromise between those parameters, since there is no evidence to conclusively prove its actual construction date. David F. Condon was born in Louisiana c. 1848 and came at an unknown date to Park City, where he worked in one of the mills. His wife, Lizzie, was born in Illinois c. 1852. David died during the 1880s or 1890s, and in 1898 Elizabeth sold this house to William and Drucilla Cunningham.

William Cunningham, born in California in 1866, worked as a teamster in Park City around the turn of the century. His wife, Drucilla, whom he married c. 1893, was born in Utah in 1873. They had at least two children. The addition to this house, which changed its form to that of a T/L cottage, was probably built by the Cunningtons c. 1910, as indicated by the Sanborn Insurance Maps. The Cunningtons sold this house in 1916 to Edward L. Berry, whose family continued to own it until 1977.

(See continuation sheet)

1304 Park

Description continued:

This house does not maintain its original integrity as a hall and parlor house. It, however, was altered within the mining boom era and documents a common method of expansion, the change of a hall and parlor house to a T/L cottage by the addition of a cross-wing. It therefore maintains its integrity as another significant type, the T/L cottage by addition.

History continued:

¹1880 Summit County Census Records, Park City Precinct, p. 6. Although the evidence here is not conclusive, it appears that the Condons may have been living on Park Avenue at that time, suggesting that this house may have been built by that date.

²The April 16, 1898 transaction in which the property was sold to the Cunningtons included the description of a "four-room frame dwelling house" on this property.

Legal Description continued:

corner Block 24, Park City Survey, thence South 35 degrees 59 minutes East 50 feet North 54 degrees 01 minutes East 150 feet, North 35 degrees 59 minutes West 50 feet, South 54 degrees 01 minutes West 150 feet to beginning.

Less than one acre.

TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 1304 Park Avenue

City: Park City, UT

Current Owner: Jeffrey and Fiona Volmrich

Address: (see historic site form for address)

Tax Number: SA-275-A

Legal Description (include acreage): SA BK 24, 75'x55' parcel (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
11/14/1883	Geo. G. Snyder	Robert C. Chambers	W		"Block"
9/7/1901	Adaline C. Martin, et al	Ontario Silver Mg. Co.	Deed of Convey.		"Block 24"
9/7/1904	Ont. Silver Mg. Co.	Wm. M. Cunningham	W.D.		
4/4/1916	Drucilla Cunningham	Edward L. Berry, et ux	Q.C.D.		
1/31/1977	James N. Berry, Admin of Est.	John A. & Jean Roberts	Deed		[est. of Mary Leona Berry, successor admin. dead]
9/13/1990	John A. & Jean Roberts	Michael W. Keim	Q.C.D.		
9/28/1993	Michael W. Keim	Michael W. & Caron L. Keim	Q.C.D.		
5/2/1997	Michael W. & Caron L. Keim	Jeffrey R. Volmrich	W.D.		
4/8/1998	Jeffrey R. Volmrich	Jeffrey R. Volmrich & Fiona White	Q.C.D.		
10/23/2003	Jeffrey R. Volmrich & Fiona White	Jeffrey R. & Fiona Volmrich	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 4/24/2014

1304 Park Avenue, Park City, Summit County, Utah

Intensive Level Survey—Biographical and Historical Research Materials

City Saddened by Berry Death

Park City was saddened by the passing of its oldest native resident Edward Lawrence "Lol" Berry. He was a familiar sight along Main Street as he walked from his home on Park Avenue to City Hall where he would sit inside or, in nice weather, stand on the steps outside, and visit with friends and strangers alike.

Yes, an important part of old Park City has gone — no Mr. Berry and his faithful little brown dog, "Lucky". The town won't be the same ever again.

Mr. Berry, 89, died April 20 in a Salt Lake hospital.

He was born Feb. 28, 1882, Park City, to Edward and Martha A. Cunningham Berry. Married Leona Waddell, Junell, 1906 Heber City; solemnized Salt Lake LDS Temple.

Mr. Berry was a blacksmith, Kimball Brothers Livery Stable; McGarry & Hales, Retired 1949. Member LDS Church. Park City Volunteer Fire Dept., Oldest native resident of Park City.

Survivors: widow, sons, daughters, Mrs. Owen (Reva) Penrod, Declo, Idaho; Mrs. Bert (Vera) Hutchings, Lehi; Mrs. Arlyn (Florence) Halverson, Mrs. Virgil (Maye) Yates, both Park City; Willis E., Bountiful; James N., Salt Lake City; 25 grandchildren; 35 great-grandchildren; 2 great-great-grandchildren.

Funeral services were held Friday, Park City LDS Ward Chapel.

Burial was in the Park City Cemetery.

Park Record 4/29/1971

PARK AVE FENCES



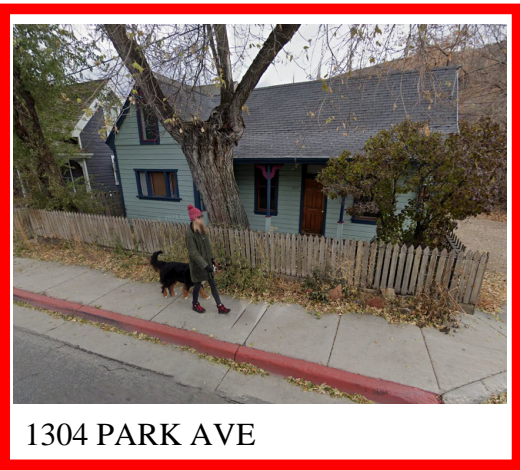
1328 PARK AVE



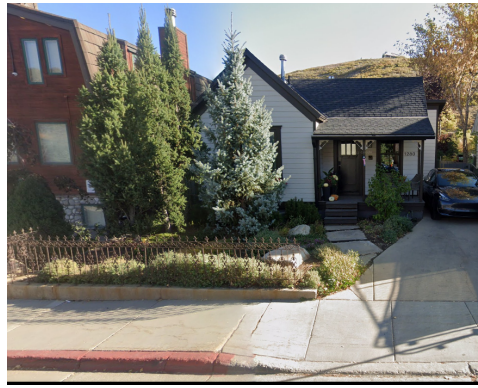
1326 PARK AVE



1312 PARK AVE



1304 PARK AVE



1280 PARK AVE



1274 PARK AVE





City Council Staff Report

Subject: Emergent Community Needs Grant Guidelines
Author: Hans Jasperson
Department: Nonprofit Services Advisory Committee
Date: November 18, 2025

Recommendation

Consider approving guidelines for the Emergent Community Needs Grant Program as recommended by the Nonprofit Services Advisory Committee.

Background

The City Council established the [Nonprofit Services Advisory Committee](#) to provide recommendations on City funding to local nonprofits. On [March 13](#) and [May 1, 2025](#), the Council approved Public Service Contracts for 23 local nonprofit organizations, based on the Committee's recommendations. At that time, the Council also reserved \$136,000 in FY26 to support future unanticipated needs and directed the Committee to develop guidelines for a new Emergent Community Needs Grant Program.

On [October 29, 2025](#), the Committee finalized eligibility criteria, allowable uses, and an application process for the program.

At its [November 6, 2025](#), meeting, Council approved a \$30,000 contract amendment with the Christian Center of Park City to provide urgent food assistance in response to the disruption of Supplemental Nutrition Assistance Program (SNAP) benefits caused by the federal government shutdown. This action reflects Council's commitment to addressing urgent needs and supporting local nonprofit partners during times of crisis.

Analysis

The Emergent Community Needs Grant Program is designed to provide flexible, rapid-response funding to nonprofits addressing urgent, unanticipated, or emerging challenges in Park City.

The program supports projects that:

- Fill a critical service gap;
- Address urgent or time-sensitive needs; or
- Pilot creative solutions before challenges escalate

An emergent need is defined as:

- A demand-driven response to urgent community needs;
- A proactive plan or response to emerging challenges; or
- A fresh or innovative approach to get ahead of potential challenges

Grants are intended to support immediate needs that fall outside of an organization's normal operating budget. Eligible uses include launching new programs, temporarily expanding services, addressing unanticipated needs, or piloting new strategies.

Applications will be accepted year-round, subject to funding availability. The Nonprofit Services Advisory Committee will review applications quarterly and forward funding recommendations to the City Council for final approval. In exceptional cases, the Committee may convene a special meeting to review time-sensitive applications. While most awards will not exceed \$15,000, the Committee may recommend larger awards when the need is urgent, well-justified, and aligned with Council priorities.

The complete program structure—including eligibility requirements, allowable uses, review procedures, and reporting expectations—is outlined in Exhibit A.

If Council adopts the guidelines, staff will launch the program, notify the nonprofit community, and prepare for the first round of application reviews in mid-January.

Funding

Council allocated \$136,000 for FY26 to the Emergent Community Needs Grant fund to support urgent, unanticipated, or emerging needs in the community. Following Council's approval of a \$30,000 allocation to the Christian Center of Park City in November to address the disruption of SNAP benefits, \$106,000 remains available for additional Emergent Community Needs Grants through the end of the fiscal year.

Conclusion

The proposed guidelines establish a clear and transparent framework for distributing emergent need funds to nonprofits serving Park City residents. This approach enables the City to respond swiftly to urgent needs, while maintaining flexibility to address future challenges. The program supports Council's priorities and strengthens the resilience of the local nonprofit sector.

Exhibits

Exhibit A – Emergent Community Needs Grant Program Guidelines

Exhibit A – Emergent Community Needs Grant Program Guidelines

1. Program Overview

The Emergent Community Needs Grant Program offers one-time grants to help Park City nonprofits respond quickly to new or unexpected challenges in the community.

Funding is intended to support organizations that are working to:

- Fill a critical service gap;
- Address urgent or time-sensitive needs; or
- Pilot creative solutions before challenges escalate

2. Who Is Eligible?

To apply, organizations must:

- Meet the minimum eligibility criteria for public service funds outlined in [Chapter 6, Part I](#) of Park City's budget policies;
- Provide services that benefit Park City residents and/or workforce; and
- Submit a request that meets the definition of an emergent community need

3. What Qualifies as an Emergent Need?

For purposes of this funding request, an emergent need is defined as one of the following:

- A demand-driven response to urgent community needs;
- A proactive plan or response to emerging challenges; or
- A fresh approach to get ahead of potential challenges

4. How Can the Funding Be Used?

Grants are intended to fund immediate needs outside of normal operating budgets. Funds can be used to:

- Launch new programs or services;
- Temporarily expand services to meet a surge in demand;
- Address unanticipated, time-sensitive needs; or
- Pilot new strategies to address emerging challenges

5. Grant Details

- Typical Award Amount: Up to \$15,000 per application
- Application Window: Open year-round, subject to funding availability
- Review Schedule: Applications will be considered quarterly

6. 2026 Review Dates & Deadlines

- January 14 (Due by December 30)
- April 8 (Due by March 24)
- July 15 (Due by June 30)
- October 15 (Due by September 29)

7. Reporting Requirements

Grantees must spend awarded funds within six months of receipt and submit a final report that includes:

- A line-item accounting of how City funds were used; and
- A summary of project outcomes

8. Review & Approval Process

All eligible applications are reviewed by the [Nonprofit Services Advisory Committee](#). The Committee evaluates applications based on program criteria and forwards its funding recommendations to the City Council.

While most awards will not exceed \$15,000, the Committee may recommend larger awards in cases where the need is urgent, well-justified, and clearly aligned with the goals of the program.

In exceptional cases, where a request is time-sensitive and cannot wait for the next scheduled review, the Committee may convene a special meeting to evaluate the application. All grant awards—regardless of amount or timing—require final approval by the City Council.

9. How to Apply

- Review the program guidelines
- Complete the online application form [link to application portal]
- Submit an application at least 15 days before the quarterly review date