



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
March 5, 2026**

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/87449887717>

**CLOSED SESSION - 3:00 p.m.**

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

**WORK SESSION**

4:30 p.m. - City Property Encroachment Policy Update

5:15 p.m. - Break

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

**I. ROLL CALL**

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

Council Questions and Comments

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

**IV. CONSENT AGENDA**

1. Request to Authorize the City Manager to Execute an Agreement with Cache Valley Electric, in a Form Approved by the City Attorney's Office, Not to Exceed \$135,000 to Provide Security Camera and Access Control for The Mine at City Park

**V. NEW BUSINESS**

1. Consideration to Authorize the Acting City Manager to Sign a Memorandum of Understanding with 1251 Kearns, LLC and Emporium Properties, LLC to Realign Munchkin Road and Create a Larger City-Owned Lot at 1825 Woodbine  
(A) Public Input (B) Action
2. 2026 Legislative Session Update  
The Legislative Bill Tracking List will be updated before the City Council Meeting and is available [here](#).

**VI. ADJOURNMENT**

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

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



## City Council Staff Report

**Subject: City Property Encroachment Policy Review**

**Author: Ryan Blair and Emily Flint**

**Department: Property**

**Date: March 5, 2026**

### **Recommendation**

Review national policy research and discuss various features of a potential policy that addresses encroachments on City property.

### **Executive Summary**

Several discussions over the past few years have brought encroachments to the attention of the City Council. Recently, the Council clarified the City Engineer's role in approving encroachments on City right-of-way. While these recent policy changes improved permit processing efficiency and clarified the roles of the Council and the Engineering Department with respect to approving encroachments on the right-of-way, a similar discussion for City property is warranted.

In preparation for this work session, we have reviewed encroachment policies across the country. Like Park City, many of these policies are focused solely on city right-of-way. However, some cities have separate codes or policies for areas like parks or specific districts, and many cities also break encroachments into tiers based on severity. We think they provide a useful framework for how Park City could approach various encroachments.

Now, we seek guidance from City Council as to how these ideas could help manage City property in Park City. Our high-level questions are as follows:

1. What is the Council's preferred approach in addressing City property encroachments: (1) proactive, (2) request or complaint-based, or (3) a hybrid approach?
2. To what extent should City staff have authority to manage and either approve or deny/remove City property encroachments?

Many factors must be considered when developing a formal policy to manage encroachments on City property. Addressing encroachments can be time-consuming and challenging for City staff, particularly with no formal policy or other guidance in place, and, currently, no department or staff resources allocated. We have identified several parameters to evaluate a comprehensive and effective encroachment policy for the City.

### **Defining Policy Scope & Approach**

The first hurdle is determining the City's preferred approach in addressing existing and future encroachments, as that approach will dictate the required budget, staffing, and community impact. Currently, the Property and Environmental Services Manager has

been addressing these encroachment requests and complaints ad-hoc. Consider the following approaches:

- Proactive Approach: Involves active inventorying and surveying of City property to identify violations.
  - *Pros*: Creates a comprehensive database and ensures equity.
  - *Cons*: High administrative burden; requires extensive legal and surveying costs and one or more additional full-time employees (FTEs).
- Request- or Complaint-Based Approach: Action is taken only when an encroachment is reported or discovered during routine City business (e.g., a permit application).
  - *Pros*: Less resource-intensive; focuses on active "problem" areas.
  - *Cons*: Leads to inconsistent enforcement and leaves many encroachments unaddressed.
- Hybrid Approach: City is proactive in high-profile areas (golf course, parks) but complaint-based in other areas.
  - *Pros*: not as resource-intensive, less operating budget costs in the long run. Discreet project areas
  - *Cons*: still would require additional staff to manage, inconsistent enforcement.

While a complaint-based enforcement approach has been traditionally covered by existing operating funds and FTEs, we estimate that it will take considerably more resources to tackle encroachments proactively. Survey costs alone could add up quickly. A few examples over the past few years:

<b>Description</b>	<b>Acreage</b>	<b>Survey Cost</b>
Treasure Hill ALTA Survey	~100 acres	\$78k
Naniola Survey	~60 acres	\$8-10k
Gordo Legal Description (not survey)	~14 acres	\$5k
Redus Survey	~340 acres	\$35k (~37 acres)/\$110k (301 acres)

Most of these survey requests were for open space land that usually has few abutting private properties. Treasure Hill is the most instructive in that our survey sought to document every encroachment. Title reports and historical documents were then reviewed to document which encroachments may have been placed with permission from the previous property owner prior to City ownership. This contributed to the amount of time needed to finalize the conservation easement. Afterward, several City Council meetings were spent discussing which encroachments could be kept and which would be removed. Repeating this effort across the City would require a significant investment in operating dollars to support detailed surveys and require at least one additional FTE to manage the surveys, contact property owners, settle disputes, coordinate with the City Attorney’s Office and outside legal counsel, and finalize removal or approval processes.

The City owns approximately 6,000 acres (excluding right-of-way) in Summit County, Wasatch County and Park City. If the Council is in favor of a proactive approach, we recommend that staff return with a detailed budget outlining operating and FTE allotments to be analyzed during the FY27 budget discussions.

Both a proactive and a hybrid approach will require additional staff to manage surveys, work with private property owners, and enforce rules.

**Delegation of Authority**

What level of oversight would the Council prefer? Generally, encroachments can be broken into different categories based on type (life/safety vs decorative), size (large, landscaped areas vs planter boxes) and impacts to the public enjoyment of the property (garages, fences, mailboxes, etc.). The level of oversight could correlate with the complexity of the encroachment and the degree of risk to the City. A potential breakdown is illustrated below:

Encroachment Type	Recommended Oversight
Minor/Standard Landscaping	City Manager
Structural/Technical (Retaining walls, access pathways)	Engineering or City Manager
High-Impact/Exceptions (Large structures, garages, fences)	City Council

**Tiered Policy Structure**

To streamline approvals, a tiered system would concentrate staff oversight on minor and/or routine encroachments, while reserving Council consideration for complex cases.

Priority Categories for Analysis:

- Safety & Accessibility: Does the encroachment impede sightlines, sidewalks, or emergency access? (Highest priority).
- Pre-existing vs. New: Legacy encroachments (due to historical plat errors) may require "grandfathering" or more lenient terms compared to new requests.
- Zoning Context: Special criteria could apply to Open Space (conservation focus) versus the Historic District (aesthetic focus).

**Lease or License Fees**

During the [March 20, 2025](#), Council meeting, Council and staff discussed charging for property encroachments. Since then, we've conducted a thorough research effort that has highlighted challenges with charging annual lease or license fees on City property for the types of typical encroachments that we see. Namely, these policies are rare or extremely narrow in other cities. Several municipalities have lease programs for encroachments on right-of-way. Most are not written for general property encroachments. Two notable exceptions are in Austin and Fort Worth. Both cities have a policy that delegates authority to the city manager to approve some encroachments on property and they charge application and annual fees. Neither do they have policies that look backwards to identify and charge old encroachments. Salt Lake City, however, has a comprehensive policy for right-of-way, in which they charge annual leases for

encroachments. However, their open space team deals with challenges that are similar to Park City's, in that they don't have a policy to charge for or enforce encroachments on city property. The challenge seems to be how to reconcile past, historic uses with future uses? For reasons already discussed, due to Park City's challenging plat maps, historic transfers of railroad and mining land, and tight property boundaries, we recommend not charging lease or license fees for encroachments.

### **High-Level Direction for Next Steps**

To move this from a policy conversation to a draft policy, the following questions need to be answered:

1. What level of proactivity is the Council in favor of? Should staff proactively survey City property to assist in taking action against existing encroachments?
2. Is the Council in favor of drafting a policy that categorizes encroachments and would allow for limited staff level review?

Any encroachment policy should balance administrative feasibility with the City's unique historical plat inconsistencies by establishing a clear scope, delegation of authority, and tiered structure. The Council should first choose between a proactive inventory approach, a reactive, complaint-based model, or a hybrid of the two approaches, to determine resource allocation. To ensure efficiency, a tiered system is recommended: minor issues such as landscaping would be handled by the Property and Environmental Services Manager; while complex structural or safety-related encroachments could involve the Engineering Department; and the City Council maintains oversight over high-impact encroachments. Ultimately, a future encroachment policy would aim to protect public land and safety while providing a manageable framework for staff to address existing and future property conflicts.

### **Funding**

- There are no current operating funds dedicated to managing encroachments on City property.



## City Council Staff Report

**Subject:** Professional Services Agreement Under State Cooperative Contract with Cache Valley Electric  
**Author:** Dawn Wagner, Sr Project Manager  
**Department:** Engineering  
**Date:** February 26, 2026

### Recommendation

City Council should consider authorizing the City Manager to execute a Professional Services Agreement Under State Cooperative Contract with Cache Valley Electric (CVE), in a form approved by the City Attorney's Office, to provide security cameras and access control for The Mine at City Park, in an amount not to exceed \$135,000.

### Executive Summary

Access control and security cameras for the The Mine at City Park, the new community center, are considered owner-furnished items, not included in the construction contract with Okland Construction. As such, PCMC must enter into a separate agreement with a specialty vendor for the contemplated security system. Cache Valley Electric is an authorized fulfillment partner under a state contract and provided a quote within budget that, based on the project team's review, satisfies the project requirements. In addition, because the project team had anticipated the need for a security system and had budgeted for it as part of the overall soft costs budget for the community center that was previously approved by Council, no additional funding is needed or requested.

### Analysis

In consultation with the PCMC IT department, the project team decided to utilize a state contract to procure this work. The architect of record and electrical engineer for the community center have also reviewed and coordinated for the placement of cameras and access control on the project. Okland Construction and CVE are ready to install upon execution of the proposed agreement. Delay in proceeding with a contract for the security system at the community center may impact the construction schedule and the ability to open The Mine at City Park on time.

The matrix of responsibilities for the security cameras and access control on the project, as identified in the construction documents, is pasted below:

System Responsibility Matrix				
Date: 05/27/2025	Designed By	Furnished By	Installed By	Notes
<b>Power &amp; Lighting</b>				
Medium Voltage Transformer(s)	Utility	Utility	Utility	Contractor provides pad/vault
Medium Voltage Raceways	Design Team	Contractor	Contractor	MV Cable by Utility
Emergency/Standby Lighting Inverter	Design Team	Contractor	Contractor	
Electrical Sub-Metering	Design Team	Contractor	Contractor	
Photovoltaic (PV) Power Generation System	NIC	NIC	NIC	Rough-in only for future PV.
Photovoltaic (PV) Rough-in for Future.	Design Team	Contractor	Contractor	
Battery Energy Storage System	NIC	NIC	NIC	
Electric Vehicle Charging Stations	Design Team	Contractor	Contractor	
Lightning Protection System	NIC	NIC	NIC	
Power and Distribution	Design Team	Contractor	Contractor	
Interior Lighting	Design Team	Contractor	Contractor	
Exterior Lighting	Design Team	Contractor	Contractor	
<b>Telecomm</b>				
Raceways, Cable Tray & Rough-in	Design Team	Contractor	Contractor	Boxes, Raceways, Cabletray, Site, ect.
Structured Cabling System	Design Team	Contractor	Contractor	Including CCTV Cat6 cabling
Building ER/TR Racks & Cable Management	Design Team	Contractor	Contractor	
Active Electronic Equipment and PDU	Design Team	Owner	Owner	
Data Ports and Faceplates	Design Team	Contractor	Contractor	
Emergency Responder DAS Testing	Design Team	Contractor	Contractor	Provided in Base Bid Price
Emergency Responder DAS System	Design Team	Contractor	Contractor	Provided as a BID ALTERNATE PRICE
<b>Security &amp; Misc.</b>				
Security Raceways & Rough-in	Design Team	Contractor	Contractor	
Fire Alarm System	Design Team	Contractor	Contractor	
CCTV Security Cameras	Design Team	Owner	Owner	CAT6 Cable by Contractor.
CCTV Headend, Programming, Licensing	Owner	Owner	Owner	
Access Controls System	Design Team	Owner	Owner	Equipment and Cabling by owner.
<b>A/V</b>				
Raceways	Design Team	Contractor	Contractor	
Audio Systems	Design Team	Contractor	Contractor	
Video Systems	Design Team	Contractor	Contractor	

## Funding

The funding for this contract is already part of the anticipated soft cost budget for the new community center that was approved by Council in June of 2025. See [staff report](#). Specifically, the \$135,000 cost for security cameras and access control was included as part of the budgeted line-item for total soft costs on the project. No additional funding is requested.

## Exhibits

- A *Professional Services Agreement Under State Cooperative Contract – Cache Valley Electric*

**PROFESSIONAL SERVICES AGREEMENT UNDER STATE COOPERATIVE CONTRACT**

This Professional Services Agreement (“**Agreement**”) is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“**PCMC**”), and **CVE TECHNOLOGIES GROUP INC.**, a Utah corporation (the “**Service Provider**”).

Service Provider is an authorized fulfillment partner under an active State of Utah Cooperative Contract with the State of Utah Division of Purchasing, numbered **AR2472** and dated 10/14/2016, that provides for standardized contractual provisions and a streamlined procurement process (the “**State Contract**”).

PCMC is an Eligible User under the State Contract and desires to participate in the State Contract through this Agreement with Service Provider.

The parties therefore agree as follows:

**ARTICLE 1 – SCOPE OF SERVICES.**

- A. Scope of Services. Service Provider shall perform the services and tasks identified and designated as Service Provider responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Service Provider Representative. Service Provider designates **Brent Pack** as the authorized representative vested with the authority to act on behalf of the Service Provider. Service Provider may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates **Dawn Wagner** or their designee as its representative who has the authority to act on behalf of PCMC.

**ARTICLE 2 – TERM.**

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. The term of this Agreement ends at midnight on **01/30/2027**, unless terminated sooner or extended as provided in this Agreement.

**ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.**

- A. Compensation. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **\$134,042.44**. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a

**Schedule B**, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.

- B. Invoicing and Payment. Service Provider shall invoice PCMC on a monthly basis for services completed during that period. PCMC shall pay Service Provider within 30 days of receipt of each invoice. Requests for earlier payment will be considered if a discount is offered for the earlier payment. For services that remain unpaid for a period exceeding 60 days, interest will accumulate at a rate of six percent per annum.

#### **ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.**

- A. Service Standards. Service Provider shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be executed with competence and in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Service Provider’s field.
- B. Conformance to Laws. In providing services under this Agreement, Service Provider and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Service Provider shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Service Provider shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

#### **ARTICLE 5 – RECORDS AND INSPECTIONS.**

- A. Records. Service Provider shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. Inspection of Records. Service Provider shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Service Provider must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the right to

initiate an audit of the Service Provider's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.

- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("**GRAMA**"). All materials submitted by Service Provider related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from Service Provider explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA.

#### **ARTICLE 6 – RELATIONSHIP OF PARTIES.**

- A. Independent Contractor. The parties intend that Service Provider is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Service Provider has no authority to act on behalf of PCMC.
- B. Subcontractor Relationship. The Service Provider shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Service Provider to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Service Provider shall bear full responsibility for any actions or omissions of its Subcontractors.
- C. Treatment of Assets. Neither party will have an interest in the intellectual property owned or licensed by the other party, unless otherwise agreed by the parties in writing. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Service Provider and its Subcontractors under this Agreement.

#### **ARTICLE 7 – INDEMNIFICATION.**

- A. Definitions. In this Agreement, the following definitions apply:

(1) "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

- (2) **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- (3) **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Service Provider or its Subcontractors or subconsultants of any tier, or anyone acting under Service Provider’s direction or control, including after the expiration or termination of this Agreement.
- B. Indemnification. Service Provider shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.
- C. Obligation to Defend. Service Provider shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Service Provider is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.
- D. Tender. Service Provider’s obligation to defend will arise upon PCMC’s tender of defense to Service Provider in writing. If PCMC fails to timely notify Service Provider of a Proceeding, Service Provider will be relieved of its indemnification obligations to the extent that Service Provider was prejudiced by that failure. Upon receipt of PCMC’s tender of defense, if Service Provider does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Service Provider shall pay and be liable for the reasonable costs, expenses, and attorneys’ fees incurred in defending the Proceeding and enforcing this provision.
- E. Legal Counsel. To assume the defense, Service Provider must notify PCMC of their intent to do so. Promptly thereafter, Service Provider shall retain independent legal counsel that is reasonably acceptable to PCMC.
- F. Settlement. After Service Provider assumes the defense of a Proceeding, Service Provider may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant’s sole relief

monetary damages that are paid in full by Service Provider, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

- G. Waiver. Service Provider expressly agrees that the indemnification provision herein constitutes the Service Provider's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.
- H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- J. Environmental Indemnity. Service Provider shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Service Provider's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

#### **ARTICLE 8 – INSURANCE.**

At its own cost and expense, Service Provider shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Service Provider shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Service Provider must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604,

the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- B. Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Workers' Compensation Insurance and Employer's Liability. Service Provider shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors.
- D. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- E. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.
- F. Waiver of Subrogation. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.
- G. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List

570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

- H. Cancellation. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.
- I. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Service Provider's insurance policies.
- J. No representation. In specifying minimum Service Provider's insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

#### **ARTICLE 9 – NONDISCRIMINATION.**

Service Provider shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; or military status.

- A. Policy. Service Provider shall implement an employment nondiscrimination policy, if Service Provider does not already have such a policy, to effectuate the prohibition in this section; and
- B. Subcontractor Flow-Through. Service Provider shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.



Salt Lake City, UT 84101  
rob.andrews@cvetech.com

- B. Delivery. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.
- C. Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

#### **ARTICLE 13 – MISCELLANEOUS PROVISIONS.**

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.
- C. Timely Performance. Service Provider shall complete the Scope of Services by any applicable deadline stated in this Agreement. Service Provider is liable for all reasonable damages to PCMC incurred as a result of Service Provider's failure to timely perform the Scope of Services required under this Agreement.
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.
- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the

wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

**PARK CITY MUNICIPAL CORPORATION**, a Utah  
municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**CVE TECHNOLOGIES GROUP INC.**, a Utah  
corporation  
Tax ID #: 46-0530211  
Utah Contractor License No. 225433-5501 (Cache  
Valley Electric)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kent Rogers  
Division Manager  
An authorized signer

SCHEDULE A – SCOPE OF SERVICES



1338 Gustin Rd  
Salt Lake City UT 84104  
(801) 908-6666  
FAX (801) 880-3144

**QUOTE**

**Quote #** CVEQ99420  
**Date** 01/14/26  
**Sales Rep** Rob Andrews  
**Phone:** 801-694-8753  
**Email :**  
rob.andrews@cvetech.com

**Quote To:**

**Park City Municipal - 521142RA**  
Heath White  
445 Marsac Avenue  
Park City, UT 84060  
United States

**Ship To:**

**Park City Municipal - 521142RA**  
Heath White  
445 Marsac Avenue  
Park City, UT 84060  
United States

Qty	Part Number	Description	Price	Ext. Price
NASPO Contract Number: AR2472				
5	CD53-256-HW-491	CD53 Indoor Dome Camera, 256GB, 30 Days Max	\$792.45	\$3,962.25
8	CF83-512E-HW-491	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	\$1,097.48	\$8,779.84
6	ACC-MNT-ANGLE-1-491	Angle Mount, 30 deg	\$90.90	\$545.40
1	BP32-HW-NA-491	BP32 Wireless Alarm Panel, North America (New Alarms, US and Canada Only)	\$487.43	\$487.43
3	BR33-HW-491	BR33 Wireless Panic Button	\$60.40	\$181.20
19	AD34-HW-491	AD34 Multi-format Card Reader	\$212.91	\$4,045.29
1	AD64-HW-491	AD64 Multi-format, Single Gang Card Reader with Keypad	\$365.42	\$365.42
10	CH53-1TBE-HW-491	CH53-E Outdoor Four-Camera Multisensor Camera, 1TB, 30 Days Max	\$2,073.56	\$20,735.60
6	ACC-MNT-CORNER-1-491	Corner Mount	\$121.40	\$728.40
6	ACC-MNT-ARM-1-491	Arm Mount	\$60.40	\$362.40
8	ACC-MNT-HPEND-1-491	Four-Camera Multisensor Pendant Cap Mount	\$84.80	\$678.40
2	ACC-MNT-HREC-1-491	Four-Camera Multisensor Recessed Ceiling Mount	\$164.10	\$328.20
2	CB52-256E-HW-491	CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	\$975.47	\$1,950.94
1	ACC-MNT-SJBOX-1-491	Square Junction Box Mount	\$54.30	\$54.30
2	BK22-HW-491	BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada Only)	\$243.41	\$486.82
1	LIC-BX-MA-3Y-CAP-491	3-Year Advanced Video Alarms License for 1 Site (New Alarms, US and Canada Only), Capacity Increase	\$2,745.22	\$2,745.22

Qty	Part Number	Description	Price	Ext. Price
20	LIC-AC-3Y-CAP-491	3-Year Door License, Capacity Increase	\$365.42	\$7,308.40
15	LIC-CAM-3Y-CAP-491	3-Year Camera License, Capacity Increase	\$365.42	\$5,481.30
10	LIC-CAM-MLT4-3Y-CAP-491	3-Year Four-Camera Multisensor License, Capacity Increase	\$1,097.48	\$10,974.80
6	AC42-HW-491-491	AC42 4 Door Controller	\$1,097.48	\$6,584.88
6	ACC-BAT-4AH-491	4AH Backup Battery	\$78.69	\$472.14
1	ACC-MNT-PEND-1-491	Pendant Cap Mount	\$41.99	\$41.99
1	ACC-MNT-SJBOX-1-491	Square Junction Box Mount	\$54.16	\$54.16
1	WH52-HW-491	WH52 Wireless Hub (New Alarms, US and Canada Only)	\$364.50	\$364.50
1	FReight	Ground Shipping	\$0.00	\$0.00
		SubTotal		\$77,719.28
1	Installation	Installation of door cable in existing conduit and cable raceways for 20 access-controlled doors. Installation of 20 card readers for access control. Connect electric door strike cable for 20 doors to door cable, service loop to be installed by door contractor. Provide 5 power supplies for doors. Installation and configuration of Verkada door controllers. Installation of 25 cameras and camera mounts. Installation of two alarm keypads and 3 panic buttons. Installation and configuration of alarm hubs and alarm system. Check access control system and cameras for proper function after installation is complete. Door cable for access control. Access control cable for door strikes and card readers	\$56,323.16	\$56,323.16
		SubTotal		\$56,323.16

Qty	Part Number	Description	Price	Ext. Price
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Authorization:

Total \$134,042.44

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ P.O.# \_\_\_\_\_

**Total \$134,042.44**

Quotes are valid for 30 days. There is an additional 3.5% processing fee for Credit Card orders. TAX and SHIPPING CHARGES will be billed on the invoice, and may not be reflected on the quote. This quote represents a formal contract when signed and dated by an authorized party.

**TARIFF NOTICE:**

Please note that any applicable tariffs, duties, or government-imposed fees related to the shipment of goods are the responsibility of the customer. Prices quoted do not include these charges unless explicitly stated. Any changes in tariff regulations may impact final costs.

RETURNS ARE ONLY VALID WITHIN THIRTY (30) DAYS OF SHIP DATE. All product returns require prior manufacturer authorization. A return to manufacturer authorization (RMA) must be requested, completed, and approved before a return is authorized. Many items are not returnable after 30 days or if the manufacturer box has been opened.

SUBSCRIPTION CANCELLATIONS/NON-RENEWALS REQUIRE 60 DAYS ADVANCE WRITTEN NOTICE TO YOUR CVE ACCOUNT MANAGER AND OPERATIONS@CVETECH.COM. Quantities of the licenses can be increased at any time and additional licenses will be billed at a pro-rated fee based on the Subscription Term and Payment Term associated with the license type. Any decrease in quantity of a license if allowed by the manufacturer/vendor must be made before the renewal period occurs and when contractually allowed, the renewal will be set with the new quantity as allowed by the manufacturer/vendor.

Notwithstanding any contrary terms in the manufacturer/vendor End User License Agreement, or any Third Party License Agreement, upon acceptance of the foregoing Quote, Customer shall be bound to pay to CVE all charges specified above for the full term quoted, whether Customer determines to cease using the software or otherwise abandons its use. If either party initiates legal action to enforce the contract created by acceptance of this Quote, the prevailing party shall be entitled to recover all costs of collection, including reasonable attorney's fees. Either party may terminate this Agreement at the end of the Subscription Term or the Renewal Term by providing written notice to the other party at least sixty days (60) prior to the end of the Subscription Term or the Renewal Term.

## **SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK**

Note: Any work in addition to or outside the Scope of Services in Schedule A shall be approved in advance in writing by PCMC and shall not exceed the contract price reflected in Article 3 of the Agreement.



## City Council Staff Report

**Subject: Munchkin Road Realignment Memorandum of Understanding**  
**Author: Ryan Blair and Chris Eggleton**  
**Department: Economic Development**  
**Date: March 5, 2026**

### Recommendation

Review and consider authorizing the City Manager to sign a Memorandum of Understanding (MOU) with 1251 Kearns, LLC and Emporium Properties, LLC, both owned by Mark J. Fischer, for an opportunity to realign Munchkin Road and create a larger city-owned lot at 1825 Woodbine, in return for several considerations detailed in the report.

### Executive Summary

In 2025, the City received an unsolicited proposal from Mark Fischer offering to relocate a portion of Munchkin Road onto his property at 1251 Kearns. This relocation would shift the planned Munchkin Road expansion from the current Recycle Utah (RU) parcel (1825 Woodbine Way) owned by the City to an easement on Fischer's property. The conceptual alignment in Figure 2 would increase the City's property at 1825 Woodbine by approximately 15,000 square feet. The additional square feet would come from three main sources: vacated ROW on the east and west side of 1825 Woodbine and a portion of 1251 Kearns. This would net the City approximately 35,000 square feet of usable property that was previously contemplated as a road. Figure 1 shows the current, planned Munchkin Road alignment that utilizes the RU parcel as a road. Figure 2 contemplates the proposed property swap and preservation of the RU property. Figures 1 and 2 are shown below for a side-by-side comparison.



Figure 1 – Current, planned Munchkin Road alignment utilizing the RU parcel.

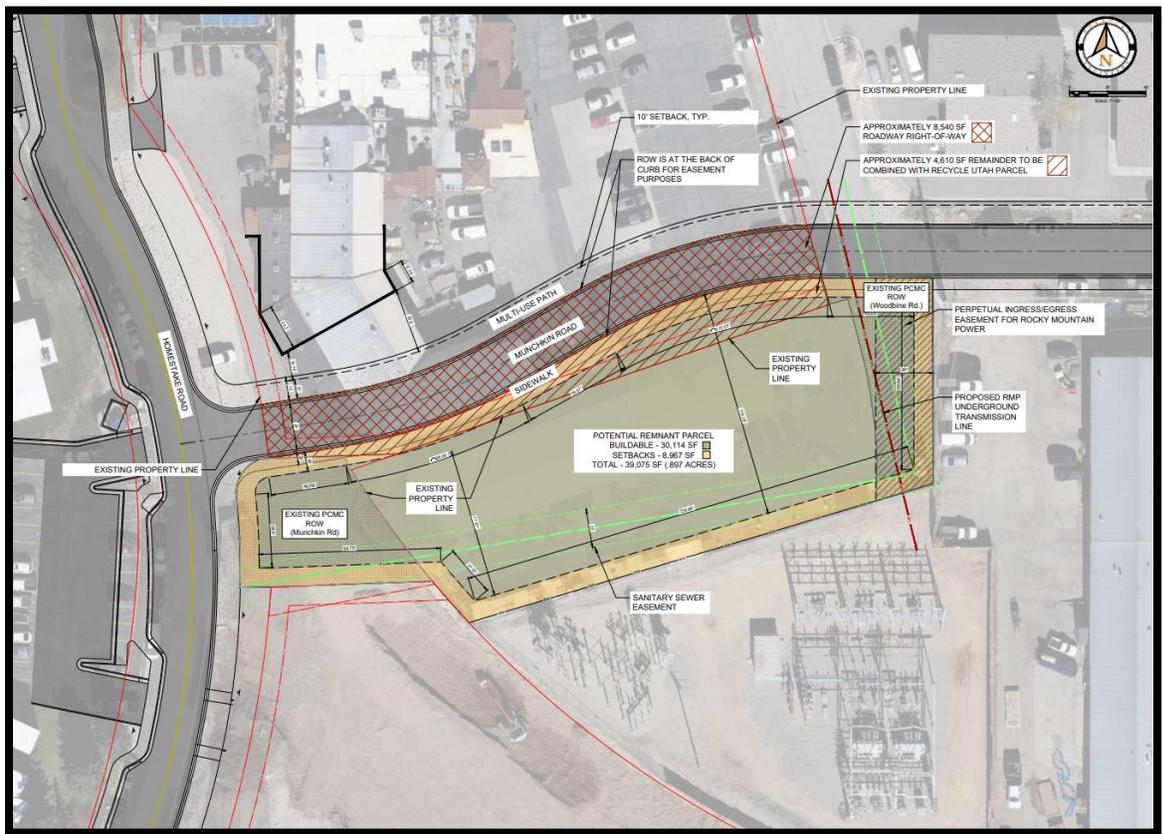


Figure 2 – Proposed property swap that preserves and increases the size of the RU parcel.

In return for an easement that extends Munchkin Road through Fischer's property, the City would construct a parking area for no less than 10 years on the current RU site to accommodate Fischer's parking overflow and pay up to \$100,000 to relocate utilities displaced by the new alignment.

The proposed MOU establishes a non-binding framework to guide continued coordination between the City and Fischer regarding potential land exchange concepts, circulation improvements, and interim parking arrangements, preferably not more than 10 years, in the Bonanza Park area. The MOU clarifies roles, sequencing, and assumptions as the parties proceed with additional design evaluations and joint land use applications, without approving any land use application, authorizing construction, or binding the Planning Commission or City Council with respect to future approval.

### **Historical Context: 2017 Yard Subdivision Approval and Subsequent Parking Management**

In March 2017, City Council approved the First Amended Yard Subdivision Plat Amendment through [Ordinance No. 2017-14](#). As part of that approval, the Planning Commission and City Council required Fischer to dedicate additional square feet to accommodate the planned Munchkin Road expansion west of the current RU parcel. The current proposal to realign Munchkin Road requires vacation of this previously dedicated Right-of-Way to incorporate the square footage into the City's RU site.

The 2017 approval acknowledged that subdividing the property to accommodate the City's purchase of the lot that is now the Engine House affordable housing development would eliminate a substantial number of on-site parking spaces previously serving the event center. To address this, continued operation of the event center was conditioned upon the property owner's ability to lease required parking spaces on the Engine House site, anticipated at the time to be acquired by the City, or otherwise satisfied by the property owner. The Ordinance further required that if the off-site parking could not be secured for any reason, the event center would be required to cease operations.

In the same year, the City acquired approximately 5.25 acres of land in the Bonanza Park area (the "Bonanza 5-Acre Site") from Fischer for nearly \$19 million to support future redevelopment objectives. As concepts and cost estimates for permanent development evolved, the City paused implementation of long-term plans for the anticipated Arts and Culture District. During this period, and with no immediate development program in place, the City utilized its ownership of acquired land to address near-term operational needs associated with ongoing construction, infrastructure projects, and redevelopment activity in the Bonanza Park area.

Beginning in 2020, the City entered into and periodically extended parking lease agreements on the Engine House parcel and Bonanza 5-Acre Site, including with the Kimball Art Center, and several temporary construction mitigation agreements for Rossi Hill, Engine House, Homestake Road improvements, and Rocky Mountain Power undergrounding projects. These agreements were expressly time-limited and intended to function as interim solutions. The last extension for the Kimball Art Center was executed in September 2025, extending the term until September 30, 2026, and Engine

House ended its temporary construction staging utilization of the Bonanza 5-Acre Site in December 2025.

On June 15, 2023, Council received a [Staff Communication](#) outlining a comprehensive Bonanza Area Temporary Parking Plan intended to manage approximately 225 units of overlapping short-term parking demand associated with construction mitigation, existing lease obligations, City programs, special events, local businesses, employees, and nearby residents. Implementation of the plan included construction and striping of approximately 85 temporary off-street parking stalls on City-owned land, supplemented by controlled-use areas designated for construction laydown, program-specific parking, and time-managed allocation. This approach allowed the City to address cumulative parking pressures while preserving flexibility for future redevelopment and avoiding permanent infrastructure commitments.

Taken together, these actions demonstrate that since 2017, operation of the Yard event center, Kimball Art Center, temporary construction mitigation, and surrounding uses have remained structurally dependent on off-site parking managed through a series of temporary, City-authorized mechanisms.

The MOU builds upon strategic land banking and interim parking management on the current RU site to support economic activity, maintain access, and manage disruption during periods of transition, while preserving flexibility and Council discretion over long-term redevelopment decisions.

### **Analysis**

A breakdown of the specific MOU deal points can be found in Appendix A. At a high level, the MOU establishes a flexible framework contemplating the following elements:

- Circulation and Roadway Coordination: Continued evaluation of Munchkin Road realignment alternatives and related circulation improvements, informed by conceptual design and feasibility analysis.
- Interim Parking Strategy: Use of City-owned property to support temporary, managed parking arrangements intended to address transitional needs associated with redevelopment, construction activity, and infrastructure investment in the Bonanza Park area.
- Land Exchange Framework: Identification of potential parameters for a future land exchange, subject to successful completion of joint land use applications and subsequent City Council approvals.
- Event Center–Related Utilities and Infrastructure Coordination: Allocation of responsibilities related to relocation of affected utilities and building systems directly affected by demolition of approximately 3,573 SF of the existing Event Center and potential Munchkin Road realignment.
- Transitional Access, Parking, and Long-Term Optionality: Temporary licenses, access arrangements, and interim parking concepts intended to manage near-term operational needs during a period of transition, while expressly preserving the City’s ability to modify, relocate, or discontinue interim uses as long-term redevelopment plans evolve.
- Future Real Property Exchange Agreement: The MOU contemplates that, if all required land use applications receive favorable final action and Council elects to

proceed, the parties would negotiate and execute a separate real property exchange agreement (“RPEA”). The MOU does not approve, authorize, or commit the City to any future land conveyance, and any RPEA would be subject to separate City Council approval. The MOU includes a proposed timeline for execution of a future RPEA following favorable final action on all applications; however, this timing provision is intended to reflect sequencing between agreements and does not limit City Council discretion or require execution absent subsequent approval.

While the MOU is effective, the City commits to the following immediate steps:

1. The parties shall jointly file the following land use applications:
  - a. Plat amendments to the Yard Subdivision;
  - b. A modification to the existing conditions of approval for the Blind Dog Patio expansion;
  - c. A modification to the existing “Conditional Use” condition of approvals for the business operating on the Yard parcel; and
  - d. Updated site plan for the Yard parcel reflecting demolition of approximately 3,753 square feet of existing improvements.
  - e. Submit a site plan revision for the Emporium Parcel.
2. Parking Study
  - a. The Yard will commission the study and develop a shared-use parking plan.
3. Within 45 days of the Parties’ receipt of favorable action on all applications, the parties shall execute a real property exchange agreement (RPEA).

However, the MOU expressly preserves City future regulatory and discretionary approval authority. Any future implementation actions would remain subject to separate Planning Commission review, City Council approval, and compliance with applicable codes and policies. Execution of the MOU would allow coordinated evaluation to continue without committing the City to specific outcomes.

Prior to the execution of the MOU, both parties undertook limited actions intended to support evaluation, coordination, and feasibility analysis related to potential circulation, parking, and redevelopment efforts. These actions were taken in advance of final negotiated agreements without binding future land-use or policy decisions.

In December 2025, Emporium Properties, LLC voluntarily terminated the Reciprocal Parking Easement Agreement, initially established in 2000. The termination eliminated parking rights on the City-owned Bonanza 5-Acre Site, which were established by prior ownership before the City’s purchase of the property. With the easement terminated, the MOU contemplates a temporary, revocable parking license to address transitional needs, which would allow Yard employees to temporarily park on the Bonanza 5-Acre Site until the City initiates development activity but does not restore or replace the terminated easement.

Separately, on September 25, 2025, City Council authorized the City Manager to execute a Design Professional Services Agreement to evaluate potential realignment alternatives for Munchkin Road and Woodbine Way, as documented in the associated

[Staff Report](#). The scope of the agreement was limited to conceptual design and feasibility analysis of multiple alternatives and included preparation of comparative concepts and cost estimates. The PSA did not authorize construction, select a preferred alignment, or approve any land use application. As part of the MOU, Fischer will pay for half of the new design costs relating to the realignment efforts.

### **Considerations for Council**

In considering whether to execute the MOU, City Council may wish to consider the following:

- 1) Interim versus Permanent Commitments: Whether temporary, flexible measures (like phase coordination or conditional easements) are more appropriate than committing to permanent infrastructure or land use decisions, especially when plans are uncertain.
- 2) Land Exchange Value; Risk Containment and Fiscal Exposure: Whether the MOU adequately manages legal and financial risk, including the use of a capped City contribution for utility coordination.
- 3) Preservation of Land Use Discretion: Whether the MOU maintains appropriate separation between framework agreements and future land use approvals, preserving Planning Commission authority and City Council discretion.
- 4) Balance of Competing Goals for the Area: Whether the framework reflected in the MOU aligns with prior City actions and current Council direction related to land banking, interim parking, and management of transition during redevelopment and infrastructure investment, while acknowledging that surface parking on City-owned property may not fully align with longer-term objectives contemplated in [the adopted Bonanza Park Small Area Plan](#), which emphasizes reduced parking demands and underground parking to support a vibrant mixed-use and pedestrian-oriented neighborhood.

While the MOU provides the City Council with essential "risk containment" and financial guardrails during a period of uncertainty, it does so by utilizing surface-level parking and interim arrangements that are opposed to the goals of the Bonanza Park Small Area Plan. The Council must determine if these temporary concessions are a necessary bridge to facilitate long-term redevelopment, or if they risk stalling the momentum toward the vibrant, pedestrian-oriented community envisioned. Ultimately, approval of the MOU should be viewed not as a final land-use decision, but as a strategic tool to create additional square footage of City land and preserve future legislative discretion while the physical and economic landscape of Bonanza Park matures.

In summary, the City Council must weigh the practical benefits of immediate, flexible framework agreements against the long-term vision for the Bonanza Park neighborhood.

### **Funding**

City Council authorized a Design Professional Services Agreement in September 2025, funded through Additional Resort Sales Tax. The MOU indicates that the costs of the

applications and required plans shall be split 50/50, including City engineering costs to realign Munchkin Road through Fischer's property.

Upon Planning Commission review and favorable final action, City Council approval of the RPEA, the cost of the temporary parking area and utilities relocation will be funded through Additional Resort Sales Tax.

**Exhibit**

*A Munchkin Road Realignment Memorandum of Understanding*

## Appendix A: Illustrative Summary of MOU Framework

Framework Element	City	Yard / Emporium
<b>Long-Term Discretion and Land Banking</b>	Retains full ownership of the Recycle Utah parcel, policy discretion, and ability to modify, relocate, or discontinue temporary parking uses, preferably not more than 10 years; no commitment to permanent infrastructure.	No vested rights are created; future uses would require separate land use approvals; no permanent off-site parking rights are granted; Yard incurs net land loss through roadway and sidewalk easements; and all outcomes remain subject to City discretion and applicable code.
<b>Land Exchange Framework</b>	Retains full discretion to evaluate, accept, or decline any future land conveyance; no obligation to accept land absent separate approvals.	May propose conveyance of property to the City as part of a future coordinated circulation solution, subject to land use applications and Council approval; and would undertake demolition if pursuing alignment through the event center.
<b>Circulation Planning and Roadway Evaluation</b>	Leads integrated conceptual design and technical evaluation of Munchkin Road and Woodbine Way circulation through City-authorized professional services, reflecting City's role as adjacent landowner and infrastructure provider; retains discretion over whether any road alignment or improvement advances; and must pursue any required land use approvals for temporary parking on the Recycle Utah parcel in compliance with the Land Management Code.	If pursued, the Yard would demolish a portion of the existing event center and dedicate via easement approximately 13,150 square feet of Yard property to the City to enable a potential Munchkin Road realignment and transfer of approximately 4,610 square feet of excess land to the City's adjacent Recycle Utah parcel through a plat amendment. Contributes toward 50% of the design costs of the realigned Munchkin Road.
<b>Interim Parking</b>	Constructs the interim parking lot at the City's sole expense; allows temporary, revocable parking on City-owned land for a defined term and retains the ability to terminate or relocate interim parking consistent with the MOU.	Must obtain approval of revised site plans for their respective parcels, addressing parking configuration, access, and any related easements, including any requested exceptions or alternative compliance under the Land Management Code.
<b>Easements and Access Coordination</b>	Grants only conditional, non-exclusive easements related to access or circulation, without obligating City to construct infrastructure on the 5-Acre.	Eliminates the existing highway curb cut at Emporium; grants frontage easements across both the Yard and Emporium parcels related to potential future circulation or frontage improvements; grants conditional access easements as applicable.
<b>Event Center-Related Utilities Coordination</b>	Provides a capped cash (\$100,000) contribution toward relocation of affected utilities and building systems directly affected by demolition of the existing event center and potential Munchkin Road realignment, with no obligation beyond the defined cap.	Coordinates and funds utility and building system relocation associated with demolition of the existing event center and roadway realignment, including all costs exceeding the City's capped contribution.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and executed by and between 1251 KEARNS, L.L.C. (the “Yard”), a Utah limited liability company, EMPORIUM PROPERTIES, LLC, a Utah limited liability company (the “Emporium”) and PARK CITY MUNICIPAL CORPORATION (“PCMC”), a body corporate and politic of the State of Utah (collectively the “Parties”).

WHEREAS, the Yard owns that certain real property commonly known as 1251 Kearns Boulevard in Park City, Utah and more particularly described on Exhibit A (the “Yard Parcel”);

WHEREAS, PCMC owns those certain real properties located in Park City, Utah commonly known as: (i) 1825 Woodbine Way, currently leased by PCMC to Recycle Utah and more particularly described on Exhibit B (the “Recycle Parcel”); and (ii) 1401 Kearns Boulevard, formerly occupied by the Mountain Vineyard Christian Fellowship and more particularly described on Exhibit C (the “Church Parcel”)

WHEREAS, the Yard Parcel, the Recycle Parcel, and the Church Parcel are all located in the Bonanza Park Neighborhood;

WHEREAS, the Yard cannot operate or occupy much of the event center (leased by Kimball Art Center) without access to additional parking. This is addressed in two specific terms in Ordinance No. 2017-14 approving the Yard subdivision: i) Finding of Fact 35, “During the Planning Commission review and public hearing on March 8, 2017, the Planning Commission deliberated regarding allowing off-site parking and found that the lease option allowed the property owner to keep utilizing the event space. If the property owner is unable to lease the required spaces from the future owner of proposed Lot 2, PCMC, the event space would need to cease any operations”; and ii) Condition of Approval 4, “In order for the event center on Lot 1 [the Yard property] to continue operation, the applicant shall secure parking of the missing parking spaces on their lot or on Lot 2 [PCMC-owned EngineHouse property]. Should the applicant fail to obtain a lease of the required parking for the event center for whatever reason, the applicant shall cease to operate the event center”; ;

WHEREAS, both Parties wish to facilitate a mutually beneficial public right-of-way realignment by: (i) extending Munchkin Road to connect Homestake Road and Bonanza Drive (the “Munchkin Extension”); (ii) adding addition of sidewalks with multi-use pathways and associated improvements; (iii) converting Woodbine Way into a one-way street, all of which will allow for additional east-west connections through Bonanza Park<sup>1</sup> (the “Project”);

WHEREAS, certain right-of-way vacation, dedication, and other planning approvals are necessary as a condition precedent to effectuating the Project;

WHEREAS, nothing herein shall limit or bind the City Council, Planning Commission, or any other land use authority in processing any land use application filed by the Parties in accordance with applicable LMC or LUDMA standards and procedures;

WHEREAS, prior to execution of this MOU, Emporium released all of the rights to use the Church Parcel it held under that certain Reciprocal Parking Easement Agreement dated November 27, 2000 recorded in the office of the Summit County Recorder as Entry No. 577584 in Book 1343 at Pages 579-590 by executing and recording the Termination of Reciprocal Parking Easement Agreement with the office of the Summit County Recorder on December 9, 2025 as Entry No. 1245111 in Book 2886 at Pages 1021- 1025;

WHEREAS, notwithstanding said termination of the Emporium’s parking easement rights, Emporium has requested, and PCMC has agreed to permit Emporium’s and Yard’s tenant’s employees to park temporarily on the Church Parcel on the terms and conditions set forth below; and

NOW THEREFORE, the parties mutually agree as follows:

1. Joint Land Use Applications. In connection with the Project, the Parties shall jointly file the following land use applications (the “Applications”):

a. Plat Amendment(s). A plat amendment to the Yard Subdivision – First Amended (Entry No. 1068309) the (“Yard Plat”) to: (i) vacate the existing Munchkin Road dedication; (ii) dedicate approximately 8,540 sq. ft. for the new Munchkin Road alignment; and (iii) to incorporate the Recycle Parcel as a platted lot in the Yard subdivision or in a separate subdivision plat.

b. Blind Dog Patio Expansion. A modification to the the existing conditions of approval for the Blind Dog Patio Expansion (provided in the November 13, 2024, Planning Commission Final Action Letter) to reflect a modified parking mitigation plan, which includes the effect of the Project on the availability of parking in the vicinity of the Yard Parcel, including on the Recycle Parcel, with the goal of eliminating any need on the part of the Yard or its tenants to submit further applications except to the extent required by additional expansion of the building on the Yard Parcel not contemplated herein.

c. Existing Conditional Use Permits. A modification to the existing Conditional Use condition of approvals for the businesses operating on the Yard Parcel, including any applicable conditions on the use of the Yard Parcel as an event center consistent with any amendment to Plat Note 1 of the Yard Plat or Condition of Approval No. 4 of City [Ordinance No. 2017-14](#);

d. Updated Site Plan. Submit a modified site plan for the Yard Parcel reflecting the demolition of approximately 3,573 square feet of existing improvements and replacement with a new entrance and façade;

- e. Yard Parcel Parking Spaces. Submit an application for a reduction for the LMC-required parking spaces for the Yard Parcel in accordance with the recommendations of the Yard's Parking Study discussed in Section 2 below;
  - f. Emporium Parcel Parking Improvements. Submit an application for a site plan revision for the Emporium Parcel, which will permit two-way traffic through the parking lot and straight-in (90 degree) parking stalls on the Emporium Parcel, which shall require the expansion of the parking lot to the north. This element may be addressed by separate application.
  - g. Yard Parcel Parking Improvements. Confirm non-conforming status or apply as applicable for setback, landscaping, snow storage, and design changes seeking conditional approval for the revised parking configuration, including an amended parking and shared use plan regarding parking on the site or private property, the installation of electric vehicle charging infrastructure and conduit and code-compliant bike parking.
2. Parking Study. For use in connection with the Applications, the Yard will commission a parking and shared-use parking plan (the "Parking Study") which incorporates both existing and new parking and corresponding traffic mitigation updates.
3. Recycle Parcel Parking Facility. The Recycle Parcel shall be developed by PCMC into a public parking facility in accordance with the following:
  - a. All grading, drainage, surfacing, dark sky compliant parking area lighting, landscaping, snow storage, and parking space dimensions shall comply with the LMC.
  - b. Comply with LMC §15-3-4(B) regarding setbacks, driveways, and a geotechnical report required for parking areas with five or more spaces.
  - c. Comply with electric vehicle charging stations requirements of LMC §15-3-11
  - d. Prohibitions on overnight parking and place time limits on the parking, subject to permitting, and which shall be monitored and enforced by PCMC.
4. Prosecution of Applications. Applications shall be led by the Yard's team and supported by PCMC Economic Development staff. All work product of the Applications shall remain the property of the Yard.
5. Cost-Sharing. Costs of the applications and required plans shall be split 50/50, including PCMC engineering costs to re-design the extension of Munchkin Road in the Munchkin Extension; provided however: (i) building design plans shall be the sole responsibility of the Yard; and (ii) the Recycle Parcel parking facility plans shall be the sole responsibility of the PCMC.
6. Termination. If a negative Final Action on any Application is received and not appealed by the Yard within the applicable appeal period, this MOU shall automatically terminate and no further action will be required of either Party, unless the Parties jointly amend the MOU in writing.

7. Real Property Exchange Agreement. Within forty-five (45) days of the Parties' receipt of favorable final action on all Applications, the Parties shall execute a real property exchange agreement ("RPEA") consistent with the terms and conditions of this MOU and the land use approvals, and pursuant to which:

a. PCMC shall:

i. Continue to implement (at its own expense) the re-aligned Homestake Way ROW, including landscaping subject to LMC §14-1-5 (Regulations For Planting Trees And Landscaping in the PCMC's Right-Of-Way).

ii. Notice and schedule the existing Munchkin Road right-of-way (ROW) vacation within sixty (60) days of execution of the RPEA; provided however that nothing in this MOU shall bind or limit the City Council's legislative authority to approve or deny the vacation in accordance with any applicable state and LMC standards; and further provided that should City Council deny the proposed ROW vacation, the MOU and RPEA shall automatically terminate and no further action will be required of either Party, unless the Parties jointly amend the MOU, or, if applicable, the RPEA, in writing.

iii. Reimburse up to \$100,000 to the Yard's costs of relocating the City water main and supply line(s), fire riser room, sprinkler system equipment, electrical panel, and ancillary mechanical equipment, currently located in the demolition area of the event center, to an appropriate location on the Yard Parcel to account for the Munchkin Road extension;

iv. Waive any impact fees otherwise applicable to the work described in (iii) and (iii) above.

v. Maintain the Recycle Parcel as a public parking facility as contemplated by this MOU with the exact duration to be specified in the REPA after the Parties' receipt of favorable final action on all Applications by the Planning Commission with the following mutual goals: (a) use the Recycle Parcel parking as a temporary, transition consistent with new General Plan and Area Plan goals to minimize long-term surface parking, preferably not more than ten (10) years from the date of parking facility completion,; or (b) ninety (90) days following date on which PCMC acquires title to Rocky Mountain Power Parcel S-22; or (c) as otherwise approved by the Planning Commission and agreed by the Yard and the City. ..

b. The Yard shall:

i. Convey title to the Munchkin Extension by warranty deed, dedication, or, if approved by PCMC in their sole discretion, by execution of a perpetual easement;

ii. Execute all Yard Parcel site and building modifications consistent with the Application approvals; and

iii. Grant PCMC a ten (10) foot perpetual easement adjacent to the Yard Parcel, adjacent to the northern edge of the Munchkin Extension for use as a public multi-modal pathway, sidewalk, and or landscaping.

c. Emporium shall grant PCMC a perpetual easement over the northern twelve (12) feet of the Emporium Parcel along Kearns Boulevard for use as a public multi-modal pathway, sidewalk, and or landscaping.

d. The RPEA shall be subject to final approval of the City Council of Park City under §2-3-7C of the Municipal Code in an open public meeting.

e. The RPEA shall include customary provisions regarding investigation of the Property, including physical inspection, environmental assessment, review of a title insurance commitment, survey preparation, and customary provisions regarding PCMC's review and objection to title issues.

f. The RPEA shall include construction completion periods for both the Yard and PCMC as follows:

i. Within 3 months after final approval of all Applications, PCMC shall remove all improvements from the Recycle Parcel and commence the improvements of the Recycle Parcel contemplated herein.

ii. Within 6 months after final approval of all Applications, or 3 months after PCMC has met its obligation under subsection (i) above, whichever is later, the Yard shall remove all improvements from the Munchkin Extension and Yard Parcel Easement Area.

iii. Within 9 months after the Yard's removal of the improvements from the Munchkin Extension and Yard Parcel Easement Area, PCMC shall complete Munchkin Road and the improvements to the Recycle Parcel contemplated Section 3.

8. Temporary Parking License on Church Parcel. Notwithstanding Emporium's termination of its parking easement rights on the Church Parcel, PCMC hereby grants Emporium and Yard a revocable license for its employees to continue parking in the parking lot located on the Church Parcel until such time in its sole discretion that the City needs to proceed with development, sale or lease of the Church Parcel, or any other municipal use of the Church Parcel, at which time PCMC may revoke said license by providing Emporium with a thirty (30) day written notice of revocation. The license granted by this Section shall survive termination of this MOU.

9. Relocation of Curb Cut on Emporium Parcel. On the conditions that PCMC obtains all approvals and other conditions are met for the development of the project of which the Church Parcel comprises a part, and that such development involves the construction of a private service road on the Church Parcel along the eastern boundary of the Emporium Parcel connecting to Kearns Blvd on the north and Munchkin Road on the south, Emporium agrees to the elimination or the relocation of access from the northern parking lot on the Emporium Parcel from the current curb cut on Kearns Boulevard such new private service road that connects to Kearns Blvd, with all such improvements to be constructed by PCMC at its expense, including any cost of replacing

the existing curb cut and apron with curb, gutter, pavement, striping, and landscaping to match the surrounding landscaped areas.

10. Miscellaneous

a. No Assignment. Neither Party shall assign its rights or obligations under this MOU without the prior written consent of the other Party.

b. No Precedent; No Binding Effect on Land Use Authority. This MOU is an expression of the Parties' mutual intent regarding the Project. It does not create a binding precedent for any future transactions and does not bind the City Council, Planning Commission, or any other land use authority in the exercise of their legislative or quasi-judicial functions under applicable law.

c. Cooperation. The Parties shall reasonably cooperate, execute documents, and provide information as necessary to pursue the Applications and implement the Project consistent with this MOU.

d. No Third-Party Beneficiaries. This MOU is for the sole benefit of the Parties and their permitted successors and assigns. No third party shall be deemed a beneficiary.

e. Notices. Any notices required or permitted under this MOU shall be in writing and delivered by (i) hand delivery, (ii) certified mail, return receipt requested, or (iii) overnight courier, to the addresses below, or to such other address as a Party may designate by notice:

If to the Yard:

1251 Kearns, L.L.C.  
Attn: Mark J. Fischer  
P.O. Box 683010  
Park City, Utah 84068

If to the Emporium:

Emporium Properties, LLC  
Attn: Mark J. Fischer  
P.O. Box 683010  
Park City, Utah 84068

If to PCMC:

Park City Municipal Corporation  
Attention: City Manager  
P.O. Box 1480  
Park City, Utah 84060

f. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Utah.

g. Counterparts; Electronic Signatures. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures shall be deemed original signatures for all purposes.

h. Entire Understanding; Amendments. This MOU constitutes the entire understanding of the Parties regarding the subject matter hereof. It may be amended only in a writing executed by all Parties.

The terms of this MOU shall be effective upon execution hereof, and shall continue until the execution of the RPEA, or until a non-appealable Final Action on any Application is received.

Entered into this \_\_\_\_\_ day of December, 2025.

1251 KEARNS, L.L.C., a Utah limited liability company

\_\_\_\_\_  
Mark J. Fischer, Manager

EMPORIUM PROPERTIES, LLC, a Utah limited liability company

\_\_\_\_\_  
Mark J. Fischer, Manager

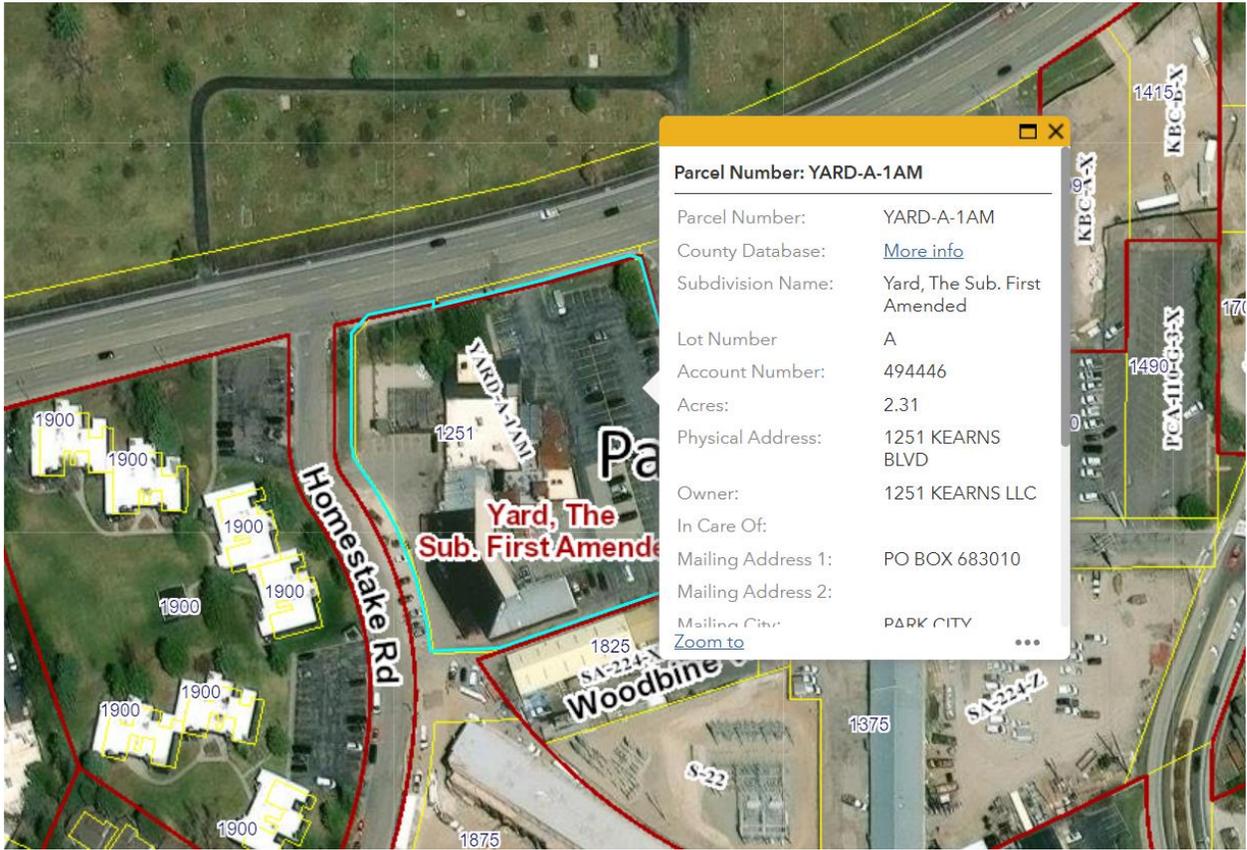
PARK CITY MUNICIPAL CORPORATION,  
a body corporate and politic of the State of Utah

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

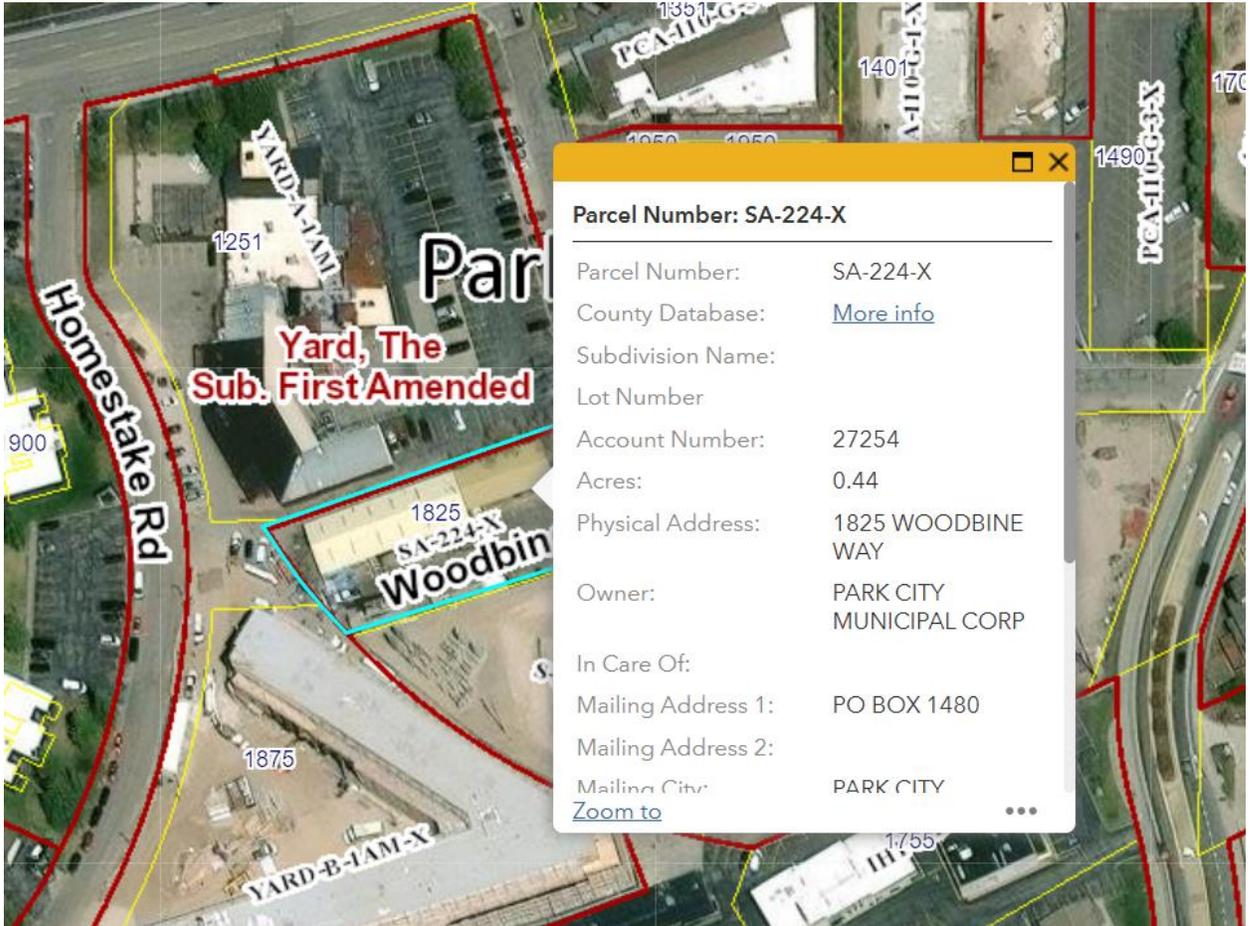
**Exhibit A**

*Exhibit will be updated with a legal description before signing*



**Exhibit B**

*Exhibit will be updated with a legal description before signing*



**Exhibit C**

*Exhibit will be updated with a legal description before signing*

